

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

R.D. WEIS & COMPANY, INC.,
-----X

Index No.
08 CV 4245 (WCC)

Plaintiff,

-against-

AFFIRMATION
RANDALL WEIS

THE CHILDREN'S PLACE RETAIL STORES, INC.,

Defendant.

-----X
STATE OF NEW YORK)
COUNTY OF WESTCHESTER)
)
) ss.:
)

Randall Weis, being duly sworn, deposes and says:

1. I am the President of RD Weis & Companies ("RD Weis"), a New York corporation with an address at 200 William Street, Port Chester, New York 10573. RD Weis assists retail, franchise and corporate companies in maintaining their multi-location facilities, including the installation and maintenance of carpet. As the president of the corporate party plaintiff, and participant in the agreement for the sale of goods between the above parties, I am fully familiar with all documents, emails, invoices, orders and additional materials relevant to the action.

2. This Affirmation is being submitted in support of RD Weis' Opposition to Defendant's Motion to Dismiss, and in furtherance of its claim in the total amount of \$643,648.74 consisting of (i) \$616,462.95 for goods and services delivered and installed, goods ordered and stored in reliance of placed orders; (ii) \$25,000 for warehouse storage fees at the rate of \$5,000 per month for the period March 1, 2008 through July 31, 2008,

which will continue to accrue at the rate of \$5,000 per month; and (iii) freight charges in the amount of \$2,185.79.

BACKGROUND

3. On or about November 13, 2007, RD Weis entered into an agreement with The Children's Place Retail Stores, Inc. ("TCP"), whereby RD Weis agreed to order, store, deliver and install carpet specifically Pink & Green Refresh Disney Carpet (a.k.a. Milliken Floor Covering Pixie Dust) in approximately 45 of the Disney Stores. The agreement was memorialized through verbal communications and the exchange of written and electronic correspondence and documents. Copies of pertinent electronic mail correspondence are annexed hereto as Exhibit A.
4. Between December 2007 and March 2008, RD Weis, relying upon the agreement, ordered and purchased carpet for all 45 stores. RD Weis installed carpet in 9 stores before it was advised to cease installation.
5. Between February 2008 and March 2008, RD Weis sent corresponding invoices to TCP by mail and by email to factinvoices@childrensplace.com, as instructed by TCP.
6. RD Weis timely delivered separate invoices for each specific store with respect to the carpet purchase and/or carpet installation. Copies of the invoices are annexed as Exhibit B.
7. To date, despite repeated requests for payments, and assurances by TCP that such payments would be made in a timely manner, no payments have been made.
8. All correspondence, written, electronic, and telephonic, as well as the all essential terms of the agreement, including but not limited to order size and

specifications, installation locations, number of store locations, schedule of installations, pricing, carpet type and changes before, during and after the agreement was formed, were between RD Weis and TCP.

9. On account of the above, and as a direct result of TCP's breach of its agreement, and its failure to pay for goods and services provided, RD Weis is entitled to a amount of no less than \$616,462.95, plus related fees and costs.

10. On or about May 5, 2008, RD Weis filed a complaint against TCP in the United States District Court, Southern District of New York, Index No. 08 CIV 4245 seeking payment due on the contract including, (i) \$616,462.95 for goods and services delivered and installed, goods ordered and stored in reliance of placed orders; (ii) storage fees at the rate of \$5,000 per month from March 1, 2008, and (iii) incidental costs, interest, attorneys' fees.

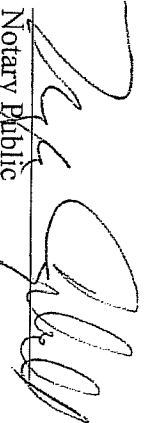
11. In addition to the foregoing, since March 1, 2008, storage fees have accrued at the rate of \$5,000 per month, for a current total in the amount of \$25,000.

12. In addition to the foregoing, freight fees for transferring the carpet from the manufacturer to storage has been incurred in the amount of \$2,185.79.

Dated: July 31, 2008


RANDALL WEIS

Sworn to before me this
31st day of July 2008


Notary Public

MARJORIE CAMPBELL
Notary Public, State of New York
No. 01CA6036065
Qualified in Westchester County
Commission Expires January 18, 20 10

EXHIBIT A (PART 1)
08-CV-4245
PLAINTIFF'S OPPOSITION

Desiree Vacca

From: Desiree Vacca
Sent: Thursday, March 20, 2008 1:44 PM
To: 'BFrost@childrensplace.com'
Cc: Rose Salerno
Subject: Update

Good Afternoon Belinda:

Attached please find invoices that I have been trying to e-mail to factinvoices@childrensplace.com that do not seem to be going through as well as the packing slips.

Also I would greatly appreciate it if you could give me an update as to when we can expect to receive payment on the first batch of invoices in the amount of \$186,590.97.

If you have any questions for me please feel free to contact me.

Sincerely,

Desiree Vacca
Billing Coordinator
AR Department
RD Weis Companies
200 William Street
Port Chester, NY 10573
Phone: 914-937-9337 ext. 209
E-Fax: 914-992-7449

3/27/2008

Desiree Vacca

From: Desiree Vacca
Sent: Tuesday, March 11, 2008 11:09 AM
To: 'apriftani@childrensplace.com'
Cc: Rose Salerno
Subject: Disney Invoices

Good Morning Andy:

Attached please find our invoices for Children's Place.

Desiree Vacca
Billing Coordinator
AR Department
RD Weis Companies
200 William Street
Port Chester, NY 10573
Phone: 914-937-9337 ext. 209
E-Fax: 914-992-7449

3/27/2008

Desiree Vacca

From: Desiree Vacca
Sent: Monday, March 10, 2008 3:43 PM
To: 'factinvoices@childensplace.com'
Cc: Rose Salerno
Subject: Children's Place Invoices

Tracking:	Recipient	Read
	'factinvoices@childensplace.com'	
	Rose Salerno	Read: 3/10/2008 3:50 PM

To Whom It May Concern:

Attached please find our invoices for materials for Various Children's Place locations.

Sincerely,

Desiree Vacca
Billing Coordinator
AR Department
RD Weis Companies
200 William Street
Port Chester, NY 10573
Phone: 914-937-9337 ext. 209
E-Fax: 914-992-7449

3/27/2008

Desiree Vacca

From: Desiree Vacca
Sent: Monday, March 17, 2008 9:42 AM
To: 'factinvoices@childrensplace.com'
Cc: Rose Salerno; 'apriftani@childrensplace.com'
Subject: Packing Slips

To Whom It May Concern:

Attached please find a copy of the packing slips. The Store locations for each packing slip is listed on the bottom of the invoices. If you have any questions please feel free to contact me.

Sincerely,

Desiree Vacca
Billing Coordinator
AR Department
RD Weis Companies
200 William Street
Port Chester, NY 10573
Phone: 914-937-9337 ext. 209
E-Fax: 914-992-7449

3/27/2008

Desiree Vacca

From: Desiree Vacca
Sent: Wednesday, February 13, 2008 1:46 PM
To: 'factinvoices@childensplace.com'
Cc: Rose Salerno; Rosa Spoto
Subject: Children's Place Invoices

Tracking:	Recipient	Read
	'factinvoices@childensplace.com'	
	Rose Salerno	
	Rosa Spoto	Read: 2/13/2008 4:28 PM

To Whom It May Concern:

Attached please find our invoices along with BOL and PO's attached in each file. I have also included our W-9 Form and your Vendor Request Form. If you should have any questions please feel free to contact me.

Sincerely,

Desiree Vacca
Billing Coordinator
AR Department
RD Weis Companies
200 William Street
Port Chester, NY 10573
Phone: 914-937-9337 ext. 209
E-Fax: 914-992-7449

3/27/2008

Rose Salerno

From: Rose Salerno
Sent: Wednesday, March 26, 2008 3:26 PM
To: 'BFrost@childrensplace.com'
Cc: Kevin Kingsland; Randall Weis; Rosa Spoto; Billing; Yolanda Moore
Subject: FW: RD Weis & Co., Inc. Report: Aged Receivables-MJH

Belinda:

Hi..per my email, please advise on status of payment ...

Thanks.
 Rose

From: Rose Salerno
Sent: Tuesday, March 25, 2008 1:54 PM
To: 'BFrost@childrensplace.com'
Cc: Rosa Spoto; Angela Zeolla; Yolanda Moore; Billing
Subject: RE: RD Weis & Co., Inc. Report: Aged Receivables-MJH

Belinda:

Good afternoon.....just wanted to follow up on the status of paymentper your last email to me, you mentioned that a check would be cut in 2 weeks from 3/14.....

Please advise.

Thanks so much.

Rose

From: BFrost@childrensplace.com [mailto:BFrost@childrensplace.com]
Sent: Friday, March 14, 2008 4:14 PM
To: Rose Salerno
Subject: Re: RD Weis & Co., Inc. Report: Aged Receivables-MJH

Rose,

Hi. We received the invoices on Monday. They had to be signed by the VP and then they get forwarded to A/P. They then get set up as a new vendor in the system. Then it should take 2 wks. The first time I've seen the invoices were Monday. I don't know where they were since the invoice date of January 31st. I process everything within a week. Sorry for the delay.

Thanks.
 Belinda

3/27/2008

"Rose Salerno" <rsalerno@rdweils.com>

03/14/2008 03:44 PM

To <bifrost@childrensplace.com>

cc "Yolanda Moore" <yymore@rdweils.com>, "Rosa Spola" <rspola@rdweils.com>,
"Kevin Kingsland" <kkingsland@rdweils.com>, "Randall Weils"
<rdweils@rdweils.com>

Subject RD Weils & Co., Inc. Report: Aged Receivables-MJH

<<Aged Receivables-MJH.pdf>>
Belinda:

Hi...thanks for getting back to us.. Please advise on which invoices were just received. We are looking for payment on the ones due 3/15. Which is net 45 days from 1/31. As you can see, this is a large amount of money owed to us.

Please advise. Your help is greatly appreciated.

This report, Aged Receivables-MJH, was generated on 03/14/2008 for RD Weils & Co., Inc..

To view the attachment, you must have the Adobe(r) Reader(r) software installed on your computer. To get a free version of this software from Adobe, click here: <http://www.adobe.com/support/downloads/main.html>

3/27/2008

Rose Salerno

From: Rose Salerno
Sent: Tuesday, March 25, 2008 1:54 PM
To: 'BFrost@childrensplace.com'
Cc: Rosa Spoto; Angela Zeolla; Yolanda Moore; Billing
Subject: RE: RD Weis & Co., Inc. Report: Aged Receivables-MJH

Belinda:

Good afternoon....just wanted to follow up on the status of payment ...per your last email to me, you mentioned that a check would be cut in 2 weeks from 3/14....

Please advise.

Thanks so much.

Rose

From: BFrost@childrensplace.com [mailto:BFrost@childrensplace.com]
Sent: Friday, March 14, 2008 4:14 PM
To: Rose Salerno
Subject: Re: RD Weis & Co., Inc. Report: Aged Receivables-MJH

Rose,

Hi. We received the invoices on Monday. They had to be signed by the VP and then they get forwarded to A/P. They then get set up as a new vendor in the system. Then it should take 2 wks. The first time I've seen the invoices were Monday. I don't know where they were since the invoice date of January 31st. I process everything within a week. Sorry for the delay.

Thanks.
Belinda

"Rose Salerno" <rsalerno@rdwels.com>

03/14/2008 03:44 PM

To <bfrost@childrensplace.com>
cc "Yolanda Moore" <ymoore@rdwels.com>, "Rosa Spoto" <rspoto@rdwels.com>, "Kevin Kingsland" <kkingsland@rdwels.com>, "Randall Weis" <rdwels@rdwels.com>
Subject RD Weis & Co., Inc. Report: Aged Receivables-MJH

<<Aged Receivables-MJH.pdf>>
Belinda:

Hi...thanks for getting back to us. Please advise on which invoices

3/27/2008

were just received. We are looking for payment on the ones due 3/15. Which is net 45 days from 1/31. As you can see, this is a large amount of money owed to us.

Please advise. Your help is greatly appreciated.

This report, Aged Receivables-MJH, was generated on 03/14/2008 for RD Weis & Co., Inc..

To view the attachment, you must have the Adobe(r) Reader(r) software installed on your computer. To get a free version of this software from Adobe, click here: <http://www.adobe.com/support/downloads/main.html>

3/27/2008

Rose Salerno

From: Rose Salerno
Sent: Friday, March 14, 2008 3:45 PM
To: 'bfrost@childrensplace.com'
Cc: Yolanda Moore; Rosa Spoto; Kevin Kingsland; Randall Weis
Subject: RD Weis & Co., Inc. Report: Aged Receivables-MJH

Attachments: Aged Receivables-MJH.pdf



Aged
Receivables-MJH.pdf (11

Belinda:

Hi...thanks for getting back to us. Please advise on which invoices were just received. We are looking for payment on the ones due 3/15. Which is net 45 days from 1/31. As you can see, this is a large amount of money owed to us.

Please advise. Your help is greatly appreciated.

This report, Aged Receivables-MJH, was generated on 03/14/2008 for RD Weis & Co., Inc..

To view the attachment, you must have the Adobe® Reader® software installed on your computer. To get a free version of this software from Adobe, click here: <http://www.adobe.com/support/downloads/main.html>

Randall Weis

From: apriftani@childrensplace.com
Sent: Friday, March 21, 2008 6:25 PM
To: Randall Weis
Subject: TCP Contacts

Per our conversation please see below....

Kenneth Sysyn
Director, Strategic Sourcing
Office Phone: 201.453.7585
Cell Phone: 201.240.7962
ksysyn@childrensplace.com

Susheil Joshi
Sr. Director, Strategic Sourcing
Office Phone: 201.453.7526
sjoshi@childrensplace.com

Thanks,

Andi

andipriftani@email.com

3/27/2008

Randall Weis

From: Randall Weis
Sent: Thursday, March 20, 2008 10:01 PM
To: 'aprfiant@childrensplace.com'; ameyers@childrensplace.com
Subject: Emailing: Children's Place to exit Disney Stores; Mouse may buy - MarketWatch (3)

Gentlemen,

Our invoices remain outstanding beyond our 90 day agreement back in December. The news surrounding Disney is of great concern to us. Please answer us tomorrow and advise payment status.

Thank you.

Randy Weis



FRONT PAGE MARKETS
Global Markets Emerging Markets Earnings Watch

LATEST NEWS

Children's Place to exit Disney stores; Mouse may buy

By Russ Britt, MarketWatch
Last update: 12:23 p.m. EDT March 20, 2008

LOS ANGELES (MarketWatch) — Troubled retailer Children's Place wants to get out of operating 350 Walt Disney Co.-licensed outlets in North America, and the Mouse is looking to get back in, officials for both companies said Thursday.

Disney, which turned the embattled outlets over to Children's Place in 2004, is in talks to take back control of two-thirds of them.

The news lit a fire under Children's Place shares (PLCE:...) which shot up more than 13% to \$22.20 in recent action. Disney (DIS:...) was up 1.1% to \$31.57.

"The company believes the Disney Stores can be an important extension of the 'Disney' brand and, with the improved economics provided by a smaller store footprint, could add value to the company in the promotion and monetization of its growing number of robust franchisees," Disney said in a press release.

Children's Place, meanwhile, decided to pull out of operating the stores after assessing the potential for earnings growth, the capital needs of the business and the ability to fund those needs.

Disney Stores long have been a sore spot for both companies. Disney's consumer products division struggled to make a go with the outlets but never realized the same success it had with its entertainment and theme park operations.

So Children's Place obtained the Disney Store chain for no fee other than the promise of investing \$200 million to refurbish the outlets. Disney also delayed charging Children's Place a licensing fee for two years.

Hoop Holding LLC and Hoop Holding Canada Inc. operated the stores for Children's Place, which recently has gone through a series of internal troubles. The company's former chief executive Ezra Dabah resigned amid an investigation into violations of proper procedures and delayed financial filings.

Disney also has sent Children's Place several notices accusing it of several material breaches of the licensing agreement.

At the time it turned over the outlets to Children's Place, Disney was in the throes of its own corporate upheaval as shareholders were calling for then-Chief Executive Michael Eisner to step down. Eisner eventually turned over the reins to Robert Iger, who has guided the Burbank, Calif.-based entertainment giant through a period of relative prosperity.

The company is realizing newfound gains from its consumer products, as sales

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3/27/2008

"Demand is out there," said Disney spokesman Gary Foster. He says the company has maintained control of its European outlets, which now are profitable. 

Russ Britt is the Los Angeles bureau chief for MarketWatch.

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Children's Place to exit Disney stores; Mouse may buy - MarketWatch

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All billing is done...Will be emailed today.

Thanks.

Rose Salerno

National Account Rep

P: 914-937-9337 ext 220

F: 914-931-3181

C: 646-418-8172

Randall Weis

From: Randall Weis
Sent: Tuesday, March 11, 2008 2:44 PM
To: 'apriftani@childrensplace.com'
Subject: FW: Disney Invoices

Andy,

We appreciate your special handling of this. We have had to pay Milliken for all of the carpet 60 days ago as per their terms with us.

Let us know right away if there is anything that could delay payment.....we are counting on getting these funds in to offset our outlay to date.

Thanks.....hope all is well.

Randy

From: Rose Salerno
Sent: Tuesday, March 11, 2008 11:20 AM
To: Randall Weis
Cc: Kevin Kingsland; Rosa Spoto; Vin Russo
Subject: FW: Disney Invoices

Randy:

Just spoke to Andi...he asked me to email him all of our invoices, which we just did. He will walk them to his director for processing. I will follow up with him on payment in a couple of days.

Thanks.
Rose

From: Rose Salerno
Sent: Monday, March 10, 2008 3:04 PM
To: Randall Weis
Cc: Vin Russo
Subject: FW: Disney Invoices

Randy:

Billing to date with Disney is \$567,141. Current billing is \$380,550 which is for the carpet in the warehouse.

Thanks.

Rose

From: Rose Salerno
Sent: Monday, March 10, 2008 2:29 PM
To: Randall Weis
Cc: Rosa Spoto; Vin Russo; Billing
Subject: Disney Invoices

Randall Weis

From: Randall Weis
Sent: Monday, January 28, 2008 7:27 AM
To: 'apriftani@childrensplace.com'; Rose Salerno; dneugroschl@childrensplace.com
Cc: ameyers@childrensplace.com; clabrosse@childrensplace.com; Kevin Kingsland; Mr. Seth Entis; Mr. Michael Toro
Subject: RE: Disney #6559 East Greensburg, PA

Everything completed last night....all is well.

Randy

From: apriftani@childrensplace.com [mailto:apriftani@childrensplace.com]
Sent: Friday, January 25, 2008 3:44 PM
To: Rose Salerno; dneugroschl@childrensplace.com
Cc: ameyers@childrensplace.com; clabrosse@childrensplace.com; Kevin Kingsland; Randall Weis; Mr. Seth Entis; Mr. Michael Toro
Subject: Re: Disney #6559 East Greensburg, PA

Rose,

Please work with plan B ... Just in case...

We need solution to open the store on time

Andi

----- Original Message -----

From: "Rose Salerno" [rsalerno@rdweis.com]
Sent: 01/25/2008 02:25 PM EST
To: Dara Neugroschl
Cc: Andy Meyers; Andi Priftani; Christopher Labrosse; "Kevin Kingsland" <kkingsland@rdweis.com>; "Randall Weis" <rdweis@rdweis.com>
Subject: Disney #6559 East Greensburg, PA

Dara:

Hi. Per our conversation, we received the carpet today, however a piece of the roll was damaged (approx 30 yds). My installer is going to the store today to prepare a cut sheet and find out if it the amount of carpet received will work. If all goes well, we will install the carpet on Sat 1/26 & Sun 1/27.

I will update you on the outcome tonight.

Thanks.

3/27/2008

Disney #6559 East Greensburg, PA

Page 2 of 2

Rose Salerno

National Account Rep

P: 914-937-9337 ext 220

F: 914-931-3181

C: 646-418-8172

3/27/2008

Randall Weis

From: apriftani@childrensplace.com
Sent: Friday, January 25, 2008 3:44 PM
To: Rose Salerno; dneugroschl@childrensplace.com
Cc: ameyers@childrensplace.com; clabrosse@childrensplace.com; Kevin Kingsland; Randall Weis; Mr. Seth Entis; Mr. Michael Toro
Subject: Re: Disney #6559 East Greensburg, PA

Rose,

Please work with plan B ... Just in case...

We need solution to open the store on time

Andi

----- Original Message -----

From: "Rose Salerno" [rsalerno@rdweis.com]
Sent: 01/25/2008 02:25 PM EST
To: Dara Neugroschl
Cc: Andy Meyers; Andi Priftani; Christopher Labrosse; "Kevin Kingsland" <kkingsland@rdweis.com>; "Randall Weis" <rdweis@rdweis.com>
Subject: Disney #6559 East Greensburg, PA

Dara:

Hi. Per our conversation, we received the carpet today, however a piece of the roll was damaged (approx 30 yds). My installer is going to the store today to prepare a cut sheet and find out if it the amount of carpet received will work. If all goes well, we will install the carpet on Sat 1/26 & Sun 1/27.

I will update you on the outcome tonight.

Thanks.

Rose Salerno

National Account Rep

P: 914-937-9337 ext 220

F: 914-931-3181

C: 646-418-8172

3/27/2008

Randall Weis

From: dneugroschl@childrensplace.com
Sent: Thursday, January 24, 2008 4:06 PM
To: Rose Salerno
Cc: ameyers@childrensplace.com; apriftani@childrensplace.com; clabrosse@childrensplace.com; Kevin Kingsland; Randall Weis
Subject: Re: Disney 2007 Install dates.xls
Attachments: Disney 2007 Install dates.xls

Need an answer on OH ASAP!!!!

Dara Neugroschl
 Disney Store Refresh Coordinator
 The Children's Place and Disney Stores
 BB: 201 669 7771
 Office: 626 773 5467
 Fax: 626 773 5320

"Rose Salerno" <rsalerno@rdweis.com>

01/23/2008 11:48 AM

To <dneugroschl@childrensplace.com>
cc "Randall Weis" <rdweis@rdweis.com>, "Kevin Kingsland" <kkingsland@rdweis.com>, <ameyers@childrensplace.com>, <apriftani@childrensplace.com>, <clabrosse@childrensplace.com>
Subject Disney 2007 Install dates.xls

<<Disney 2007 Install dates.xls>>

Dara:

Per your request, attached is the installation schedule. I will have the OH store dates to you shortly.

Thanks.

Rose

3/27/2008

Randall Weis

From: dneugroschl@childrensplace.com
Sent: Wednesday, January 23, 2008 2:07 PM
To: Rose Salerno; apriftani@childrensplace.com; jnowak@childrensplace.com; clabrosse@childrensplace.com
Cc: ameyers@childrensplace.com; Kevin Kingsland; Randall Weis
Subject: Re: Disney POs - First 8 Stores

Please ship for Monday delivery- not friday per John. Thank you
 Dara Neugroschl
 Disney Refresh Coordinator
 BB: 201-669-7771
 Office: 626-773-5467
 dneugroschl@childrensplace.com

----- Original Message -----

From: "Rose Salerno" [rsalerno@rdweis.com]
Sent: 01/23/2008 02:02 PM EST
To: Dara Neugroschl; Andi Priftani; John Nowak; Christopher Labrosse
Cc: Andy Meyers; "Kevin Kingsland" <kkingsland@rdweis.com>; "Randall Weis" <rdweis@rdweis.com>
Subject: RE: Disney POs - First 8 Stores

Dara:

Hi..per our conversation the cost to Air freight the CA store will be \$6,600. This is guaranteed to arrive on Fri 1/25. The other option we have to have it air freighted for Mon 1/28 that cost is \$1,880. Please let me know ASAP so that I can ship out today. I will email you an updated list of freight for the other 7 stores.

Thanks.
 Rose

From: dneugroschl@childrensplace.com [mailto:dneugroschl@childrensplace.com]
Sent: Tuesday, January 22, 2008 5:15 PM
To: Rose Salerno; apriftani@childrensplace.com; jnowak@childrensplace.com; clabrosse@childrensplace.com
Cc: ameyers@childrensplace.com; Kevin Kingsland; Randall Weis
Subject: Re: Disney POs - First 8 Stores

Install is to begin Thursday for each store. How do we make the date? Can we expedite somehow?
 Dara Neugroschl
 Disney Refresh Coordinator
 BB: 201-669-7771
 Office: 626-773-5467

3/27/2008

dneugroschl@childrensplace.com

----- Original Message -----

From: "Rose Salerno" [rsalerno@rdweis.com]

Sent: 01/22/2008 05:13 PM EST

To: Andi Priftani

Cc: Andy Meyers; Dara Neugroschl; "Kevin Kingsland" <kkingsland@rdweis.com>; "Randall Weis" <rdweis@rdweis.com>

Subject: RE: Disney POs - First 8 Stores

Andi:

Per your request, the first 8 stores are being released for shipping to my installers. Please be advised that the estimated delivery time for the following states vary. They are as follows:

GA - 2-3 days

KY - 2-3 days

OH - 3-4 days

LA - 4-6 days

PA - 4-6 days

TX - 4-6 days

CA - 4-6 days

We will have a better idea of expected delivery once the carpet is in route. I will follow up with the trucking company accordingly.

Thanks.

Rose

From: apriftani@childrensplace.com [mailto:apriftani@childrensplace.com]

Sent: Tuesday, January 22, 2008 12:20 PM

To: Rose Salerno; Kevin Kingsland

Subject: Disney POs - First 8 Stores

Importance: High

Please see attached Disney POs - first 8 Stores... Let me know if you have any questions

3/27/2008

Thanks,

Andi

3/27/2008

Randall Weis

From: dneugroschl@childrensplace.com
Sent: Tuesday, January 22, 2008 5:15 PM
To: Rose Salerno; apriftani@childrensplace.com; jnowak@childrensplace.com; clabrosse@childrensplace.com
Cc: ameyers@childrensplace.com; Kevin Kingsland; Randall Weis
Subject: Re: Disney POs - First 8 Stores

Install is to begin Thursday for each store. How do we make the date? Can we expedite somehow?
Dara Neugroschl
Disney Refresh Coordinator
BB: 201-669-7771
Office: 626-773-5467
dneugroschl@childrensplace.com

----- Original Message -----

From: "Rose Salerno" [rsalerno@rdweis.com]
Sent: 01/22/2008 05:13 PM EST
To: Andi Priftani
Cc: Andy Meyers; Dara Neugroschl; "Kevin Kingsland" <kkingsland@rdweis.com>; "Randall Weis" <rdweis@rdweis.com>
Subject: RE: Disney POs - First 8 Stores

Andi:

Per your request, the first 8 stores are being released for shipping to my installers. Please be advised that the estimated delivery time for the following states vary. They are as follows:

GA - 2-3 days

KY - 2-3 days

OH - 3-4 days

LA - 4-6 days

PA - 4-6 days

TX - 4-6 days

CA - 4-6 days

We will have a better idea of expected delivery once the carpet is in route. I will follow up with the trucking company accordingly.

3/27/2008

Thanks.

Rose

From: apriftani@childrensplace.com [mailto:apriftani@childrensplace.com]
Sent: Tuesday, January 22, 2008 12:20 PM
To: Rose Salerno; Kevin Kingsland
Subject: Disney POs - First 8 Stores
Importance: High

Please see attached Disney POs - first 8 Stores... Let me know if you have any questions

Thanks,

Andi

3/27/2008

Randall Weis

From: apriftani@childrensplace.com
Sent: Tuesday, January 22, 2008 6:14 PM
To: Rose Salerno; Kevin Kingsland; Randall Weis
Cc: ameyers@childrensplace.com; clabrosse@childrensplace.com; jnowak@childrensplace.com; ksysyn@childrensplace.com; mtoro@childrensplace.com
Subject: Re: Disney POs - First 8 Stores
Importance: High

Rose,

We need to start installation on January 24th - we need to make this happened. We need to know the price/cost for expedited delivery... please let me know if we need to revise our POs...

Thanks,
 Andi

Dara Neugroschl/HOOP/TCP Central

01/22/2008 05:14 PM

To: "Rose Salerno" <rsalerno@rdweis.com>, Andi Priftani/TCP_CENTRAL@TCP_CENTRAL, John Nowak/TCP_CENTRAL, Christopher Labrosse/TCP_CENTRAL
 cc: Andy Meyers/HOOP/TCP_CENTRAL@TCP_CENTRAL, "Kevin Kingsland" <kkingsland@rdweis.com>, "Randall Weis" <rdweis@rdweis.com>
 Subject: Re: Disney POs - First 8 Stores [Link](#)

Install is to begin Thursday for each store. How do we make the date? Can we expedite somehow?
 Dara Neugroschl
 Disney Refresh Coordinator
 BB: 201-669-7771
 Office: 626-773-5467
 dneugroschl@childrensplace.com

----- Original Message -----

From: "Rose Salerno" [rsalerno@rdweis.com]
Sent: 01/22/2008 05:13 PM EST
To: Andi Priftani
Cc: Andy Meyers; Dara Neugroschl; "Kevin Kingsland" <kkingsland@rdweis.com>; "Randall Weis" <rdweis@rdweis.com>
Subject: RE: Disney POs - First 8 Stores

3/27/2008

Andi:

Per your request, the first 8 stores are being released for shipping to my installers. Please be advised that the estimated delivery time for the following states vary. They are as follows:

GA - 2-3 days

KY - 2-3 days

OH - 3-4 days

LA - 4-6 days

PA - 4-6 days

TX - 4-6 days

CA - 4-6 days

We will have a better idea of expected delivery once the carpet is in route. I will follow up with the trucking company accordingly.

Thanks.

Rose

From: apriftani@childrensplace.com [mailto:apriftani@childrensplace.com]

Sent: Tuesday, January 22, 2008 12:20 PM

To: Rose Salerno; Kevin Kingsland

Subject: Disney POs - First 8 Stores

Importance: High

Please see attached Disney POs - first 8 Stores... Let me know if you have any questions

Thanks,

Andi

3/27/2008

Randall Weis

From: apriftani@childrensplace.com
Sent: Wednesday, December 26, 2007 10:00 AM
To: dneugroschl@childrensplace.com; Kevin Kingsland; Rose Salerno
Cc: ameyers@childrensplace.com; ksysyn@childrensplace.com; mtoro@childrensplace.com; Randall Weis
Subject: Re: Fw: Disney Store #6549
Importance: High
Attachments: Disney Pink & Green Carpet 122607.xls

Dara,

Please see attached - 07 Disney Pink & Green Tab

Disney Store# 6549: Expected ready to ship date 1/24/08 w/ projected in store date 1/31/07

Kevin & Rose,

Can you please contact Milliken to speed the process for the Jacksonville Store - Please advise?

Thanks,
Andi

Dara Neugroschl/HOOP/TCP_CENTRAL To "Raymond Schmitt" <Raymondconst@bellsouth.net>, Andi
Priftani/TCP_CENTRAL
cc
12/25/2007 01:08 PM Subject Re: Fw: Disney Store #6549 [Link](#)

Merry Christmas Andi,
Do we have an eta on this carpet?
Dara Neugroschl
Disney Refresh Coordinator
BB: 201-669-7771
Office: 626-773-5467
dneugroschl@childrensplace.com

3/27/2008

----- Original Message -----
From: ruymondconst
Sent: 12/25/2007 05:50 PM GMT
To: Dara Neugroschl
Subject: Re: Fw: Disney Store #6549

I need to know about the carpet. When it was ship when it will get to Jacksonville
 ----- Original message from dneugroschl@childrensplace.com: -----

Can I cancel this till January?
 Dara Neugroschl
 Disney Refresh Coordinator
 BB: 201-669-7771
 Office: 626-773-5467
 dneugroschl@childrensplace.com

----- Original Message -----
From: "Blue Team Leader" [BlueTeamLeader@securityresources.biz]
Sent: 12/21/2007 10:32 AM EST
To: Dara Neugroschl; "Guard Dispatch phone" <centraldispatch@honorguard.com>; "Ken Wolfgang" <kwolfgang@securityresources.biz>; "Matthew Megill" <mmegill@securityresources.biz>; "Michael Thiel" <mthiel@securityresources.biz>
Subject: Disney Store #6549

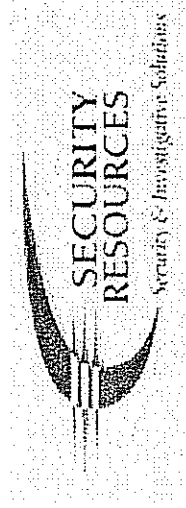
Dara,

Can you please confirm the last day services were needed for Disney Store #6549 in Jacksonville, FL at the Regency Square Mall? We have the last day being 12/14/07, but the site was scheduled to run until further notice and we had not received word from you about cancelling services. Please advise as soon as you get a chance.

Thank you,

Jaimie Joyce

Blue Team Leader



got security? ■

3/27/2008

Blue Team

Security Resources Inc.

1155 Marlkrass Road

Cherry Hill, NJ 08003

Phone: (856)-310-9463 Ext: 210

24 Hour Service: (856) 310-9463 Ext. 0

Fax: (856) 796-9150

Email - blueteamleader@securityresources.biz

Website - www.securityresources.biz

This message is intended for the recipient. If you are not the intended recipient, you are notified that disclosing, copying, distributing or taking any action in reliance on the contents of this message is strictly prohibited.

Please do not reply to this email. This mailbox is not monitored and you will not receive a response. For assistance, please reply to centraldispatch@honorguard.com . Thank you!

3/27/2008

Randall Weis

From: Randall Weis
Sent: Wednesday, December 19, 2007 12:15 PM
To: 'apriftani@childrensplace.com'
Subject: Invoicing Disney Stores....

Andy,

I know you spoke with Rose yesterday re: invoicing your stores. When we first spoke 6 weeks ago, you had indicated that we would be able to invoice 45 days after the goods leave our TN warehouse.

At the moment, we are beginning to ship goods and need to be able to at year end, create invoices that match the orders we have placed in your behalf...so what I am saying related to the orders that we will show on our books as a sale in 2007, we must invoice you even if you sit on the invoices until the goods actually ship and are on their way to your stores. Is this feasible on your end. Were not telling you they need to be paid for under different terms than we discussed, but that we need to recognize the sale and the accounts receivable in 2007 on everything that is produced.

Let me know if this is an issue. As you know, our terms to Milliken are 45 days of when the goods ship their warehouse...nothing to do with our warehouse or when you want them. As we also discussed, all materials ordered will be due in 90 days regardless of whether they are installed or not.

Thank you.....its been great working again with your organization. Happy holidays.

Randy

*Randall D. Weis
President, Founder
RD Weis Companies
200 William Street
Port Chester, NY 10573*

*914 937 9337 ext 215 (o)
914 498 3551 (c)*

www.rdweis.com

3/27/2008

Randall Weis

From: apriffani@childrensplace.com
Sent: Tuesday, December 04, 2007 12:42 PM
To: Kevin Kingsland; Randall Weis; ameyers@childrensplace.com;
dneugroschl@childrensplace.com
Cc: Rose Salerno; ksysyn@childrensplace.com; mtoro@childrensplace.com;
jnowak@childrensplace.com; rhaves@childrensplace.com
Subject: Disney Pink & Green - Updated 12/4/07
Importance: High
Attachments: Disney Pink & Green Carpet 120407.xls

Kevin & Randy,

FYI - there are 2 more stores added to the bottom of the Pink and Green List - its now up to 91 in total (including 2007 replacements). Just want to make sure you place the second order (2008) as soon as possible. Also, please make you're across/complete the details in the spreadsheet and after I speak with Andy and Dara I will get back to you with more information in regards to 2007 carpet replacement.

Dara & Andy, please lets schedule a conference call to discuss replacement carpet for 2007 including dates - please keep under consideration 5-6 weeks lead time on the carpet.

Thanks,
Andi

3/27/2008

Randall Weis

From: apriftani@childrensplace.com
Sent: Wednesday, December 05, 2007 12:36 PM
To: Kevin Kingsland; dneugroschl@childrensplace.com
Cc: ameyers@childrensplace.com; Randall Weis; Rose Salerno
Subject: RE: Children's Place Jacksonville, FL carpet

Kevin,

please include Dara Neugrosch on all your emails

Thanks,
 Andi

"Kevin Kingsland" <kkingsland@rdweis.com>

12/05/2007 12:17 PM

To <apriftani@childrensplace.com>, "Rose Salerno" <rsalerno@rdweis.com>
 cc <ameyers@childrensplace.com>, "Randall Weis" <rdweis@rdweis.com>
 Subject RE: Children's Place Jacksonville, FL carpet

Andi and Andy,

As an update our installer is going to attempt to install this carpet. They will unroll at the job site and plan to make cuts so this carpet can still be used.

The GC has advised us that there is water damage on site and they are not ready for us to install yet.

Will advise when we can proceed.

Best Regards,

Kevin Kingsland
 Director of National Accounts
 Treasurer, IFMA Chapter of Hudson Valley
 RD WEIS COMPANIES
 200 William Street
 Port Chester, NY 10573
 914-426-2030 cell
 www.rdweis.com

3/27/2008

From: apriftani@childrensplace.com [mailto:apriftani@childrensplace.com]
Sent: Monday, December 03, 2007 2:41 PM
To: Rose Salerno
Cc: ameyers@childrensplace.com; Kevin Kingsland
Subject: RE: Children's Place Jacksonville, FL carpet

Kevin,

Please call me,

Andi Priftani

201.453.7532

"Rose Salerno" <rsalerno@rdweis.com>

12/03/2007 02:24 PM

To <ameyers@childrensplace.com>
cc "Kevin Kingsland" <kkingsland@rdweis.com>, <apriftani@childrensplace.com>
Subject RE: Children's Place Jacksonville, FL carpet

Andy:

The carpet is being redelivered to my installer's warehouse tomorrow, Tues 12/3.

Thanks.
Rose

From: ameyers@childrensplace.com [mailto:ameyers@childrensplace.com]
Sent: Wednesday, November 28, 2007 3:05 PM
To: Rose Salerno
Cc: Kevin Kingsland
Subject: Re: Children's Place Jacksonville, FL carpet

3/27/2008

Rose,

the installer needs to unroll and see just how much is damaged. Then we can decide what needs to be done.

Please advise.

Thanks

Andy Meyers
Regional Facilities Manager
201.577.8410 Cell
818.337.2095 E-Fax

"Rose Salerno" <rsalerno@rdweis.com>

11/27/2007 09:49 AM

To <ameyers@childrensplace.com>
cc "Kevin Kingsland" <kingsland@rdweis.com>
Subject Children's Place Jacksonville, FL carpet

<<Childrens Place Jacks 5.jpg>> An <<Childrens Place Jacks 1.jpg>> dy
<<Childrens Place Jacks 2.jpg>> :
<<Childrens Place Jacks 3.jpg>>
<<Childrens Place Jacks 4.jpg>>
Hi..per our conversation, attached are some pics of the carpet for the
Jacksonville, FL store.

Please call me to discuss.

Thanks. Have a great day!!

Rose

The message is ready to be sent with the following file or link
attachments:

Childrens Place Jacks 5
Childrens Place Jacks 1
Childrens Place Jacks 2
Childrens Place Jacks 3

3/27/2008

Childrens Place Jacks 4

Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.

[attachment "Childrens Place Jacks 5.jpg" deleted by Andy Meyers/HOOP/TCP_CENTRAL]
[attachment "Childrens Place Jacks 1.jpg" deleted by Andy Meyers/HOOP/TCP_CENTRAL]
[attachment "Childrens Place Jacks 2.jpg" deleted by Andy Meyers/HOOP/TCP_CENTRAL]
[attachment "Childrens Place Jacks 3.jpg" deleted by Andy Meyers/HOOP/TCP_CENTRAL]
[attachment "Childrens Place Jacks 4.jpg" deleted by Andy Meyers/HOOP/TCP_CENTRAL]

Randall Weis

From: apriftani@childrensplace.com
Sent: Monday, November 19, 2007 6:22 PM
To: Randall Weis; Kevin Kingsland
Subject: Fw: Children's Place - Jacksonville, FL proposal
Importance: High

Randy & Kevin,

please call the following GC as soon as possible

Thanks,
Andi

----- Forwarded by Andi Priftani/TCP_CENTRAL on 11/19/2007 06:18 PM -----
Andy Meyers/HOOP/TCP_CENTRAL
11/19/2007 04:56 PM
To: Andi Priftani/TCP_CENTRAL@TCP_CENTRAL, Dara Neugroschl/HOOP/TCP_CENTRAL@TCP_CENTRAL
cc: Kenneth Sysyn/TCP_CENTRAL@TCP_CENTRAL, Michael Toro/TCP_CENTRAL@TCP_CENTRAL
Subject: Re: Fw: Children's Place - Jacksonville, FL proposal [Link](#)

Per our conversation:

Raymond schmidt Construction: attn raymond schmidt cel# (228) 332-6134
Andy Meyers
Regional Facilities Manager
201.577.8410- Cell
818.337.2095 E-Fax

----- Original Message -----

From: Andi Priftani
Sent: 11/19/2007 09:28 AM EST
To: Andy Meyers; Dara Neugroschl
Cc: Kenneth Sysyn; Michael Toro
Subject: Re: Fw: Children's Place - Jacksonville, FL proposal

3/27/2008

Andi Priftani/TCP_CENTRAL
11/16/2007 02:11 PM
To Andy Meyers/HOOP/TCP_CENTRAL@TCP_CENTRAL, Dara
Neugroschi/HOOP/TCP_CENTRAL@TCP_CENTRAL
cc
Subject Fw: Children's Place - Jacksonville, FL proposal

FYI - attached

Please make sure your GCs play fare game...

Andi

----- Forwarded by Andi Priftani/TCP_CENTRAL on 11/16/2007 05:10 PM -----
"Rose Salerno" <rsalerno@rdwels.com>
11/16/2007 05:07 PM
To <apriftani@childrensplace.com>
cc "Kevin Kingsland" <kkingsland@rdwels.com>, "Randall Weis"
<rdwels@rdwels.com>
Subject Children's Place - Jacksonville, FL proposal

<<Children's Place - Jacksonville, FL proposal.doc>>

Andy:

Per your request, attached is the proposal for Children's Place in Jacksonville, FL.

Feel free to contact me with any questions.

Thanks. Have a great weekend.

Rose Salerno

National Account Rep

P: 914-937-9337 ext 220

F: 914-931-3181

C: 646-418-8172

[attachment "Children's Place - Jacksonville, FL proposal.doc" deleted by Andy Meyers/HOOP/TCP_CENTRAL]

3/27/2008

Randy,

I need to know who compiled this data... I do not know how competitive can you be with this price \$16.50 per sqyd. Call me?

Andi

"Rose Salerno" <rsalerno@rdwels.com>

11/13/2007 04:21 PM

To <apriftani@childrensplace.com>
cc "Kevin Kingsland" <kkingsland@rdwels.com> ; "Randall Weis"
<rdwels@rdwels.com>
Subject 07ChildrensPlaceDisney Pink Green Carpet 111307.xls

<<07ChildrensPlaceDisney Pink Green Carpet 111307.xls>>

Andy:

Hi..per your request, please see attached pricing.

Thanks. Have a great day!

*Rose Salerno
National Account Rep
P: 914-937-9337 ext 220
F: 914-931-3181
C: 646-418-8172*

3/27/2008

Randall Weis

From: apriftani@childrensplace.com
Sent: Tuesday, November 13, 2007 4:52 PM
To: Rose Salerno
Cc: Kevin Kingsland; Randall Weis
Subject: Re: 07ChildrensPlaceDisney Pink Green Carpet 111307.xls
Attachments: 07ChildrensPlaceDisney Pink Green Carpet 111307.xls

Randy,

I need to know who compiled this data... I do not know how competitive can you be with this price \$16.50 per sqyd. Call me?

Andi

"Rose Salerno" <rsalerno@rdweis.com> To: <apriftani@childrensplace.com>
 11/13/2007 04:21 PM cc: "Kevin Kingsland" <kkingsland@rdweis.com>, "Randall Weis" <rdweis@rdweis.com>
 Subject: 07ChildrensPlaceDisney Pink Green Carpet 111307.xls

<<07ChildrensPlaceDisney Pink Green Carpet 111307.xls>>

Andy:

Hi..per your request, please see attached pricing.

Thanks. Have a great day!

Rose Salerno
National Account Rep
P: 914-937-9337 ext 220
F: 914-931-3181
C: 646-418-8172

3/27/2008

Randall Weis

From: apriftani@childrensplace.com
Sent: Tuesday, November 13, 2007 1:09 PM
To: Randall Weis
Cc: Joe Pedalino; Rose Salerno; Kevin Kingsland; ksysyn@childrensplace.com; mtoro@childrensplace.com
Subject: Re: Childrens Place/Disney Carpeting
Importance: High

Randy,

Per our conversation and accordance with the terms and conditions of the contract, please proceed with the order.

Thanks,
Andi

"Randall Weis" <rdweis@rdweis.com>

11/12/2007 08:44 AM

To: <apriftani@childrensplace.com>
cc: "Joe Pedalino" <Joe.Pedalino@Milliken.com>, "Rose Salerno" <rsalerno@rdweis.com>, "Kevin Kingsland" <kkingsland@rdweis.com>
Subject: Childrens Place/Disney Carpeting

Andy,

Before the end of the day, we will send you over a master installation price for all of the store remodels that will reflect a fully turn key price that you can give to your GC's.

On the initial order as we discussed, I think it makes sense for now to follow your Exhibit B dates/stores/quantities for our initial order. Given that, we suggest we order now the grout of stores that represent # 1 through 8, which constitute a net yardage of 2,993 and with overage up to 3,292. If we place this order, the carpet cost will be 3,292 x \$26.06 or \$85,789.52. Since the ultimate destinations are really not known at this time, you could build in a tax estimate which I would say is approximately \$6,863.16 and have us reconcile on the back end. If you have another way of reconciling, let me know. Freight from our warehouse will be separately billed when the goods are released.

If you can get us a PO today, we can get this initial order in. Please forward the PO to Rose Salerno in our Port Chester, NY office at 914 937 9620 (fax) or she can accept an pdf PO as well.

I will be on a plane to Dalton shortly.....I will check back in when I land.

Randy

Randall D. Weis
President, Founder

3/27/2008

Randall Weis

From: Randall Weis
Sent: Monday, November 12, 2007 8:44 AM
To: 'apriftani@childrensplace.com'
Cc: 'Joe Pedalino'; Rose Salerno; Kevin Kingsland
Subject: Childrens Place/Disney Carpeting

Andy,

Before the end of the day, we will send you over a master installation price for all of the store remodels that will reflect a fully turn key price that you can give to your GC's.

On the initial order as we discussed, I think it makes sense for now to follow your Exhibit B dates/stores/quantities for our initial order. Given that, we suggest we order now the grout of stores that represent # 1 through 8, which constitute a net yardage of 2,993 and with overage up to 3,292. If we place this order, the carpet cost will be 3,292 x \$26.06 or \$85,789.52. Since the ultimate destinations are really not known at this time, you could build in a tax estimate which I would say is approximately \$6,863.16 and have us reconcile on the back end. If you have another way of reconciling, let me know. Freight from our warehouse will be separately billed when the goods are released.

If you can get us a PO today, we can get this initial order in. Please forward the PO to Rose Salerno in our Port Chester, NY office at 914 937 9620 (fax) or she can accept an pdf PO as well.

I will be on a plane to Dalton shortly.....I will check back in when I land.

Randy

*Randall D. Weis
President, Founder
RD Weis Companies
200 William Street
Port Chester, NY 10573*

*914 937 9337 ext 215 (o)
914 498 3551 (c)*

www.rdweis.com

3/27/2008

Randall Weis

From: apriftani@childrensplace.com
Sent: Thursday, November 08, 2007 7:13 PM
To: Randall Weis
Subject: RD Weis - Hoop Product Supplier Agreement
Importance: High
Attachments: RD Weis Companies - Hoop Product Supplier Agreement 110707.doc; Disney Pink & Green Carpet 110707.xls

Randy,

Attached file contains the Product Supplier Agreement that we would like to put in place with RD Weis Companies. It being understood that there may be multiple Exhibit A (Product Price Schedule) executed pursuant to this agreement and any such new Exhibit will automatically become part of this agreement. Please forward the contract to the appropriate department for authorized signature and let me know if you have any questions.

Thanks,
Andi

3/27/2008

PRODUCT SUPPLIER AGREEMENT

CON-_____

THIS PRODUCT SUPPLIER AGREEMENT ("Agreement") is entered into as of Wednesday, November 07, 2007, by and between RD Weis Companies, with a principal place of business at 200 William Street, Port Chester, NY 10573, (the "Supplier") and Hoop Retail Stores, LLC, a Delaware limited liability company, including its parent and other subsidiaries of its parent, having a principal place of business at 915 Secaucus Road, Secaucus, New Jersey 07094, ("Hoop").

WHEREAS, Hoop desires to procure certain products and services from Supplier from time to time; and

WHEREAS, Supplier desires to provide such products and services to Hoop on the terms set forth below;

FOR AND IN CONSIDERATION of the promises and mutual agreements herein, Supplier and Hoop agree as follows:

1. Term

The initial term of this Agreement shall be One (1) year. The Agreement may be renewed for additional one year periods thereafter upon the mutual written agreement of Supplier and Hoop.

2. Products

2.1. Supplier shall provide the products for Hoop specified in **Exhibit A** attached hereto. It being understood that there may be multiple **Exhibit A**'s executed pursuant to this Agreement and any such new **Exhibit A** will automatically become part of this Agreement. In the event of a conflict between any term of this Agreement and **Exhibit A**, the terms in **Exhibit A** shall prevail. Changes concerning any aspect of the Products, including without limitation description and delivery timeframes, shall be valid only if made in writing and if such writing is executed by authorized representatives of both parties.

3. Delivery & Acceptance.

Delivery dates, location for delivery and acceptance criteria for the Products are set out in the **Exhibit A** as mutually agreed by the parties. Supplier shall deliver all Products, upon completion, to the Hoop designated representative and location for testing and acceptance. Supplier shall confirm such delivery in a written delivery notice, which shall include the following: Product description, delivery mode, delivery date and quantity delivered ("**Delivery Notice**"). The Hoop designated representative shall review the **Delivery Notice** against the actual delivered Product(s) and if such matches, then countersign the **Delivery Notice**. Acceptance criteria for Products shall be as mutually agreed by the parties as set out in **Exhibit A**. Upon completion review, Hoop shall issue to Supplier a notice of acceptance or rejection of the Products. In the event of rejection, Hoop shall provide a reason for rejection to Supplier in reasonable detail. Supplier shall use all reasonable efforts to correct any deficiencies or non-conformities and resubmit the rejected items as promptly as possible but no longer than thirty (30) days after Supplier's receipt of Hoop's rejection notice. In the event Hoop does not accept such corrected Products, Hoop may, in its sole discretion and in addition to any other available remedies, either (a) grant Supplier a further fifteen (15) days (or such longer period as Hoop may, in its sole discretion, decide) in which to correct any problems in such Products; or (b) deem Suppliers failure to provide to Hoop an acceptable Product to be a default, and immediately terminate this Agreement without further opportunity to cure.

4. Purchase Orders.

If requested by Hoop, Supplier acknowledges that no services will be rendered or product produced and/or delivered in the absence of an approved Hoop Purchase Order. Hoop reserves the right to withhold payment of invoices that do not correspond to an approved Hoop Purchase Order.

5. Invoice Taxes and Audits

5.1. Fees and Payment Terms. Hoop shall purchase Products at the prices negotiated by the parties ("**Fees**") for each order pursuant to the terms set forth in **Exhibit A**. It being understood that there

may be multiple Exhibit A's executed pursuant to this Agreement and any Exhibit A may be updated or amended in the future by the parties executing a new Exhibit A (each "Exhibit A") and any such new Exhibit A will automatically become part of this Agreement. The Fees shall cover all of the Products delivered under this Agreement and shall also cover Hoop's ownership of the Products and any assignments thereto hereunder. Hoop shall have no obligation to pay for any Products until an invoice for the item containing all information required by Hoop for payment ("Valid Invoice") is received. All accurate and undisputed Valid Invoices that Supplier submits to Hoop in accordance with the terms of this Agreement shall be paid by Hoop under the terms of this Agreement. Hoop shall pay the amounts due and owing to Supplier hereunder within forty five (45) days of receipt of Valid Invoices issued by Supplier, provided however, that if Hoop pays the amounts due and owing to Supplier pursuant to such invoice within fifteen (15) days of receipt of Valid Invoices issued by Supplier, then Hoop will receive a 2% discount on the amount due and owed pursuant to such Valid Invoice. Invoices will NOT be sent prior to acceptance by Hoop or a representative on behalf of Hoop. Supplier shall send invoices to: Hoop Retail Stores, LLC, Attn: Accounts Payable, 915 Secaucus Road, Secaucus, NJ 07094. Each invoice shall specifically refer to this Agreement as contract number [CON-_____] and shall include the following: Products' delivery location and date, Hoop representative's name and contact details and respective Purchase Order number (as applicable). Any extraneous terms on invoices shall be void and or no effect. Hoop shall have no obligation to make payments on those invoices received by Hoop more than sixty (60) days after having accepted the Products.

5.2. Taxes

5.2.1. Each party shall be responsible for any personal property taxes on property it owns or leases, for franchise and privilege taxes on its business, and for taxes based on its income and receipts.

5.2.2. Supplier shall be responsible for any national, state and local sales, use, excise, ad valorem, value-added, services, consumption, and other taxes and duties on any goods or services used or consumed by it in providing the Products.

5.2.3. Hoop shall be responsible for any national, state and local sales, use, excise, ad valorem, value-added, and other similar taxes and duties imposed on the provision of the Services or sale of the Products to Hoop.

5.2.4. Supplier shall separately itemize on the applicable invoice to Hoop any taxes that under this Section 3.3 are the responsibility of Hoop and which Supplier has the legal obligation to collect and remit to the appropriate jurisdiction. With respect to such taxes, Supplier shall be responsible for the timely filing of returns and the timely remission of the tax.

5.3. Records and Audits. Supplier shall maintain complete and accurate accounting records in accordance with sound accounting practices and all applicable laws so as to substantiate Supplier's Fees and charges under each invoice. With respect to Services provided under the Design Attachment, such records shall include payroll records, job cards, attendance cards and job summaries. Supplier shall preserve such records for a period of at least two (2) years after completion of the pertinent work. Hoop shall have access to such records for purposes of audit through an accounting firm selected and paid for by Hoop. Any such review of Supplier's records shall be conducted at reasonable times, and no more than once annually, during normal business hours.

5.4. Tax Form. Supplier shall complete, execute, and deliver to Hoop a Request for Taxpayer Identification and Certification Form (W-8 if Supplier is a non-US entity) prior to, or concurrent with, the execution of this Agreement by Supplier. Failure to comply with this requirement shall constitute a material breach of this Agreement, and Hoop shall have the right to terminate this Agreement with no further obligations to the Supplier and to seek damages caused by said failure.

5.5. Financial Information. Supplier shall promptly furnish to Hoop, at Supplier's expense, upon Hoop's request, the most recent audited annual financial statements and unaudited periodic financial statements of Supplier and such other information regarding Supplier as Hoop may reasonably request.

6. Relationship Management

6.1. Relationship Managers. Each party shall assign a relationship manager ("Relationship Manager") who shall be responsible for such party's overall activities and the performance of this Agreement. The selection of, and any change to Supplier's Relationship Manager shall be subject to Hoop prior approval, which approval shall not be unreasonably withheld or delayed. Supplier's Relationship Manager shall have sufficient skill, training, and experience, and authority within Supplier's organization, to be in a position to promptly address Hoop concerns regarding the performance of the Services & Products and compliance with the terms of the Agreement. The Hoop Relationship Manager shall be Supplier's primary point of contact for escalations, and contract and business issues.

6.2. Bi-Weekly Meetings. If requested by the Hoop Relationship Manager, the Relationship Managers shall, meet at least once every two (2) weeks regarding the work in progress. The meeting shall include a report from the appropriate personnel at the Supplier regarding: (i) overview of the status of Products during the reporting period; (ii) issues to be resolved; (iii) issues resolved; and (iv) any other information that Hoop or Supplier may, from time to time, reasonably request in writing that they deem appropriate.

6.3. Monthly Performance Reviews. If requested by the Hoop Relationship Manager, the Supplier shall cooperate with Hoop in developing and conducting a monthly performance review. Hoop and Supplier shall be entitled to designate specific members of its staff to attend the monthly performance reviews; provided, however, the Hoop account manager and the Supplier regional vice president shall be required to attend all monthly performance reviews in person at the Hoop site designated by Hoop prior to such meeting. In addition, as part of the monthly performance reviews, Supplier shall report to Hoop on Supplier observed opportunities for the introduction of best practices into Hoop's business processes.

6.4. Reports. In order to monitor the status, performance, costs, and quality of the Services & Products provided to Hoop, Supplier shall provide Hoop with written reports as reasonably requested by Hoop. If requested, such report shall, at a minimum, include the following information:

- period covered by the report;
- parties involved from Supplier and Hoop;
- issues to be resolved;
- issues resolved;
- root cause analysis;
- approvals completed and pending;
- summary of project status as of reporting date;
- price / rate (old v new, as appropriate);
- other reasonable requests for information which Hoop may require.

All reports shall be comprised of one (1) hard copy and (1) electronic copy to be delivered to Hoop's Relationship Manager.

6.5. Hoop Manager. Hoop shall also assign a Project Manager, who will be responsible for Hoop's day-to-day activities. The Hoop Manager shall be the only individual authorized to approve changes or additional fees or charges, on behalf of Hoop, which approval must be in writing.

6.6. Hoop Designee. Any third party outsourcing vendor, contractor, agent, or other person or entity designated by Hoop in writing (a "Hoop Designee") shall be entitled to enforce and/or perform any responsibilities, obligations, or other provisions attributed to Hoop under this Agreement. Hoop shall provide the Supplier Relationship Manager with written notice of a Hoop Designee, including, the general scope and nature of the authority of such Hoop Designee (the "Designee Authority Letter"). Supplier shall fully cooperate, communicate, coordinate with, and respond to all the requests of any Hoop Designee within the general scope and nature of the authority of such Hoop Designee. Such cooperation will include Supplier's reasonable participation at meetings with third party vendors covering technical, operational, or planning matters relating to Supplier's services & products and such other supplier's services. Supplier will share with such vendor(s) Hoop Data which relates to such vendor's Services & Products, and which Hoop has requested or approved to be provided to such other vendor(s). In addition, Supplier will provide such Hoop Designee

appropriate information in the possession of Supplier relating to the Services. Supplier shall be entitled to reasonably rely on such Hoop Designee, provided, however, that prior Hoop approval shall be required for any work effort requested by any Hoop Designee that is reasonably anticipated to result in fees and/or expenses not already documented in an Exhibit and / or Purchase Order executed by Hoop and Supplier. Hoop shall be entitled to amend and / or terminate its use of any Hoop Designee at any time upon advance notice to Supplier. Hoop will require each Hoop Designee to enter into an agreement containing appropriate confidentiality and non-use provisions with respect to Supplier Confidential Information. Hoop shall remain responsible to Supplier for any and all performance required under this Agreement by Hoop.

6.7. Multi-Vendor Environment. Supplier acknowledges that it will be delivering the Services & Products in a multi-vendor environment. Effective operation of such an environment requires not only the cooperation among all suppliers, including the Supplier, but also collaboration in addressing Service and Product related issues that may cross over from one Service and Product area to another ("Cross Over Issues"). As part of the Services & Products, Supplier will actively provide and support tasks associated with operating and maintaining a collaborative approach to Cross Over Issues.

7. Price Protection.

The fees due by Hoop hereunder shall be equal to or less than those fees that Supplier offers to its other customers for comparable Products or Services.

8. Termination and Survivability.

8.1. Termination. Hoop may terminate this Agreement at any time, with or without cause ("Termination for Convenience"). Such termination shall be effective immediately. Supplier may terminate this Agreement only in the event of a material breach of Hoop obligations hereunder and Hoop failure to cure such breach within thirty (30) days after receiving written specific notice of the breach being asserted. There are no fees or monetary obligations associated with Termination for Convenience under this Agreement.

8.2. Transition Period. Supplier acknowledges that after the expiration or termination of this Agreement, Hoop may need Supplier to continue delivering certain Products for a limited transitional period (the "Transition Period"). In the event that Hoop determines that Supplier's services are required during the Transition Period, (i) Hoop and Supplier shall mutually agree on the length of the Transition Period (which in no event shall exceed 60 days unless otherwise agreed to by both parties), and (ii) Hoop must approve in writing (x) the type of services Supplier shall provide to Hoop during the Transition Period and (y) the compensation Hoop shall pay to Supplier for such services provided by Supplier during the Transition Period. Notwithstanding the terms and conditions herein, for any services provided by Supplier during the Termination Period and/or Transition Period, the provisions of this Agreement shall continue in full force and effect until such services are completed.

8.3. Survivability. The following provisions shall survive any expiration or termination of this Agreement: Section 1 (Term), 8 (Termination), 9 (Remedies), 10 (Warranties), 11 (Intellectual Property Rights), 13 (Indemnification), 14 (Limitation on Liability), 15 (Independent Contractor), 16 (Non-exclusive Relationship), 17 (No Use of Hoop Name, Logo or Trademark), 19 (Confidentiality), 20 (Limitation of Proceedings), 21 (Governing Law), 22 (Notices), 25 (Severability), 26 (Headings), and 28 (Complete Agreement).

9. Remedies.

In the event that Supplier breaches any representations or warranties hereunder or fails to comply with any term or requirement of this Agreement, including but not limited to timely delivery of Products, Hoop may in addition to any other remedies, at its sole option and without any liability to Supplier: (a) terminate or cancel this Agreement in its entirety or as it relates to any specific Products, Services or Products; (b) reject the Products, in whole or in part; (c) withhold any payments due Supplier; (d) recover actual, damages, including without limitation lost profits, costs to cover, and reasonable attorney's fee; (e) request Supplier to deliver conforming Product within no longer than twenty (20) days or alternatively, refund Hoop the fees paid for such nonconforming Products; and/or (f) offset any amounts due Supplier by actual loss(es) incurred by Hoop. Remedies set out in this Section 9 are not

exclusive. Hoop's remedies hereunder are cumulative and not exclusive and are in addition to any other remedies of Hoop available hereunder or under any statute or law or otherwise. Hoop will have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief without prejudice to any other rights and remedies that Hoop may have for a breach of this Agreement.

10. Warranties.

10.1. Supplier represents and warrants that:

- 10.1.1. all Products are merchantable and fit for the use and purpose for which they are intended and that they are free from any defects or matter injurious to persons or real property;
- 10.1.2. Supplier will not disclose nor has disclosed to any third party, nor has used nor will use for its own benefit, any Hoop trade secrets or information which may reasonably be believed to be confidential to Hoop (e.g., designs);
- 10.1.3. all Products and deliverables meet all applicable industry and regulatory requirements as well as all Hoop requirements and the Products' and deliverables' quality standards conform with all written proposals and descriptions as well as any drawings, specifications, samples, models or the like that Supplier may have provided to Hoop concerning this matter (including without limitation descriptions or demonstrations of the Product provided by Supplier to Hoop prior to the execution of this Agreement);
- 10.1.4. Supplier represents and warrants that: Supplier has and shall comply with all local, foreign, domestic and other laws, rules, regulations and requirements, including but not limited to: (a) the Immigration Reform & Control Act ("IRCA"), wage and hour, child labor, OSHA, and all other labor laws; (b) price discrimination laws; (c) laws relating to standards for weights, measures, sizes, quantities and ingredients; (d) trademark, trade dress, copyright, patent, unfair competition and all other intellectual property laws; (e) environmental laws, regulations and rulings including the California Safe Drinking Water and Toxic Enforcement Act (Proposition 65); (f) the Child Safety Protection Act, Fair Packaging and Labeling Act, Textile Fiber Products Identification Act, Federal Hazardous Substances Act, Flammable Fabrics Act, Food, Drug and Cosmetic Act, and Consumer Product Safety Act. If applicable, Supplier shall supply a MSDS ("Material Safety Data Sheet") for all chemical substances provided under this Agreement. Further, Supplier represents and warrants that the fees due and payable under this Agreement are sufficient to allow Supplier to comply with all applicable laws or regulations governing the labor, Services or Products to be procured under this Agreement;
- 10.1.5. Supplier will deliver Products and deliverables in accordance with the terms of this Agreement, including without limitation those set forth in Exhibit A and any other Exhibits and any other warranties implied by law.

- 10.1.6. that the Products and use thereof do not infringe on any third party patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary or property rights.

- 10.1.7. that it holds clear and free title to all Products supplied to Hoop under this Agreement.

- 10.2. Supplier agrees that, without limitation of Hoop's other remedies, if Products fail to comply with the warranties set out in this Agreement, such failure shall constitute a material breach and Hoop may exercise its termination rights under this Agreement. The warranties shall survive and be explicitly extended beyond delivery as to each Product for a period of one year from delivery date of said Product unless a different warranty period is agreed to by the parties in a writing executed by authorized representatives of each party.

- 10.3. Supplier shall re-perform any work not in compliance with this warranty, provided Supplier is advised in writing of such nonconformance within ninety (90) days after the Products are provided. Spare parts and supplies used by Supplier in providing the Products are also warranted for the same period to be free from defects in materials and workmanship and shall be replaced without cost to Hoop during the warranty period. Supplier shall provide, at its expense, such "tools of the trade" as are reasonably required to render the Services for Hoop hereunder. If goods may be provided hereunder, Supplier further warrants that all such goods are merchantable and fit for the

use and purpose for which they are intended and that they are free from any defects or matter injurious to persons or property.

11. Intellectual Property Rights.

11.1. The Products shall be the sole and exclusive property of Hoop free from any claim, lien for balance due or rights of retention thereto on the part of Supplier. Hoop shall own title to the Products and Supplier shall have no right to disclose or use any of the Products for any purpose whatsoever. As used in this Agreement, Products shall include, without limitation, all designs, copyrightable works, ideas, inventions, technology and other creations, and any related work-in-progress, improvements or modifications to the foregoing, that are created, developed or conceived (alone or with others) in connection with Supplier's activities for Hoop (i) during the term of this Agreement, and (ii) if based on Confidential Information of Hoop, after termination of this Agreement. Products shall include, without limitation, all Products and all works identified in an Exhibit to this Agreement, in any Supplier proposal concerning this matter, and all materials delivered to Hoop in connection with this Agreement. The Products shall not include and the assignment obligations in Section B below shall not apply to: (1) any designs, copyrightable works, inventions, technology or other prior creations that were created by Supplier prior to commencement of Supplier's supplier arrangement with Hoop ("Background Technology") that are specifically listed in the relevant Exhibit or work order and any software, materials or other technology which are owned or controlled by a third party ("Third Party Technology") that Supplier may have used to create the Products or that may be embedded in the Products and necessary for Hoop utilization of the Products and which are also listed in the relevant Exhibit or work order. Supplier represents and warrants that it has included in the relevant Exhibit or work order, as applicable, a complete list of all Background Technology and Third Party Technology that will be used in connection with the Products, or that are or shall be incorporated into, or that are necessary or desirable for the use and exploitation of, any Products. Supplier hereby grants to Hoop (or, with respect to third party materials, represents and warrants that it has secured on behalf of Hoop) a perpetual, worldwide, royalty-free, transferable, irrevocable and nonexclusive license to copy, distribute, display and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, have made, sell, offer to sell, import and otherwise use (and have other exercise such right on behalf of Hoop) the Background Technology, Third Party Technology or any other confidential or proprietary information or materials of Supplier or any third party (collectively, "Supplier Proprietary Materials") to the extent included or embodied in the Products or the extent necessary in order to make full use or exploitation of such Products.

11.2. Supplier hereby irrevocably assigns and agrees to assign to Hoop, without additional consideration, all worldwide right, title and interest in and to all Products whether currently existing or created or developed later, including, without limitation, all copyrights, trademarks, trade secrets, patents, industrial rights and all other intellectual property and proprietary rights related thereto, whether existing now or in the future, and agrees that such assignment shall be effective as soon as is possible under any applicable law, statute or regulation. Supplier shall (even after termination of Supplier's work on behalf of Hoop) execute such written instruments and do such other acts as may be necessary in the opinion of Hoop to obtain a patent, register a copyright or otherwise evidence or enforce Hoop's rights in and to the Products (and Supplier hereby irrevocably appoints Hoop and any of its officers as its attorney in fact to undertake such acts in its name).

11.3. Supplier also hereby irrevocably transfers and assigns to Hoop, and waives and agrees never to assert, any and all "Moral Rights" (as defined below) Supplier may have in or with respect to any Products or any Supplier Proprietary Materials included or embodied in the Products or necessary for full use or exploitation of the Products, even after termination of Supplier's work on behalf of Hoop. "Moral Rights" means any rights to claim authorship of the Products, to object to or prevent any modification of a Deliverable, to withdraw from circulation or control the publication or distribution of any Deliverable, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such is called or generally referred to as a "moral right".

11.4. To the extent that any third-party releases or consents may be required in connection with Supplier's work concerning the Products, Supplier shall so secure and maintain as effective for the duration of this Agreement and for any amount of time thereafter that Hoop may reasonably

anticipate using the deliverable(s) such releases and consents at Supplier's expense. Upon Hoop's request, Supplier shall provide to Hoop copies of such releases and consents.

11.5. In addition, Supplier hereby grants to Hoop, its successors and assigns, a royalty-free, worldwide, nonexclusive right and license under any patents owned by Supplier, or with respect to which Supplier has a right to grant such rights and licenses, to the extent required by Hoop to exploit the Products and exercise its full rights in the Products, including (without limitation) the right to make, use and sell products and services based on or incorporating such Products.

11.6. In providing Products under this Agreement, Supplier shall avoid designing or developing any items that infringe any patents or other intellectual property rights of any third party. If Supplier becomes aware of any such possible infringement as concerns the Products, Supplier shall immediately notify Hoop in writing.

12. Insurance.

12.1. Supplier shall maintain in effect at all times during the rendering of services all the insurance specified below with insurers having an A.M. Best rating of A-X or better and under forms of policy satisfactory to Hoop:

12.1.1. Commercial General Liability Insurance with at least \$5,000,000 Combined Single Limit Bodily Injury and Property Damage Limits written on an Occurrence basis. Hoop will be notified immediately if and when 50% of any aggregate limit is eroded.

12.1.2. Owned, Non-Owned and Hired Automobile Liability Insurance with at least \$2,000,000 Combined Single Limit Bodily Injury and Property Damage Limits.

12.1.3. Full statutory coverage for Workers' Compensation and Employers Liability with limits of at least \$1,000,000 and Disability Insurance for all its employees as required by law. These policies will contain waivers of the insurer's subrogation rights against Hoop where permitted by law.

12.1.4. Errors and Omissions or Professional liability coverage with a limit of at least \$2,000,000 per each claim and \$2,000,000 annual aggregate. Supplier agrees to maintain continuous coverage in effect at least three years beyond the termination of services under any contract of agreement through continuous renewal of the same policy or purchase of extended discovery period or retroactive insurance.

12.1.5. Fidelity Coverage, naming The Hoop as obligee or loss payee, insuring loss(es) due to the dishonest acts, including but not limited to Computer Fraud, of Supplier's employees with limits of at least \$500,000.

12.1.6. All Risk Property insurance policy coverage in amounts adequate to cover Hoop property in Supplier's care, custody and control.

12.2. Hoop, its officers, directors, employees, representatives, its subsidiary and affiliated companies shall be named as an "Additional Insured" under Commercial General Liability Insurance. The Hoop, its officers, directors, employees, representatives, its subsidiary and affiliated companies or anyone acting on their behalf shall be named as a "Loss Payee" under All Risk Property insurance shown. All policies maintained by Supplier shall be written as primary policies, not contributing with and not supplemental to coverage Hoop may carry. Certificates of insurance evidencing all these coverages and providing Hoop with thirty (30) days written notice of cancellation, intent to non-renew, or adverse material change shall be included in this Agreement as a reference document as Attachment 10.2 ("Certificate of Insurance"). Supplier shall ensure and further warrants that said policies are maintained and current during the term of this Agreement and, if a policy may be near to expiration, then Supplier shall notify Hoop in writing at least ten (10) days prior to the expiration of the term of each said policy.

12.3. None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Supplier are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Supplier under this Agreement. Receipt of any certificate showing less coverage than requested is not a waiver of Supplier's obligation to fulfill its

requirements. Supplier may utilize reasonable deductibles given its size and financial stability. Supplier will be responsible to pay any loss amount, which lies within its deductible, up to the maximum amount of the deductible.

12.4. Any and all sub-Suppliers or sub-contractors used by Supplier as concerns Supplier's performance under this Agreement must comply with the insurance requirements and limits specified above and confirmation of such requirement is the Suppliers obligation.

13. Indemnification.

Supplier shall defend, indemnify and hold Hoop its corporate affiliates and their respective officers, directors, agents and employees (the "Indemnified Parties") harmless, at Supplier's expense, from any proceeding brought against Indemnified Parties for any violation of legally protected rights of any third parties, including but not limited to, U.S. patents, copyright, trade secret, unfair competition, or any and all other claims arising out of the assignment of or use by Hoop of the Products, and any other information furnished by or created by Supplier in providing Products or performing Services pursuant to this Agreement. Supplier shall have no duty, however, to indemnify Hoop for claims relating to third party intellectual property if Supplier has made Hoop aware of such third party rights, and Hoop has, in a signed and dated writing executed by an authorized representative of Hoop, acknowledged receipt of this information and directed Supplier to continue to use such third party intellectual property in connection with the Products. Supplier's agreement to defend and its obligation to indemnify Hoop extends to all other damages including indirect and punitive awarded in any such proceedings, as well as reasonable attorneys' fees. Hoop will provide reasonable information and assistance to Supplier at Supplier's expense in defense of such claim. In addition, Supplier shall indemnify, defend and hold the Indemnified Parties harmless from any and all losses arising from or in connection with death or bodily injury caused by the tortious conduct of Supplier; loss or damage to tangible property for which Supplier is legally liable or responsible; and Supplier breach of its confidentiality obligations under this Agreement.

14. Limitation of Liability

EXCEPT AS PROVIDED IN THIS AGREEMENT NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THIS SECTION DOES NOT LIMIT LIABILITY FOR SUPPLIER'S INDEMNIFICATION OBLIGATIONS.

15. Independent Contractor

In connection with this Agreement, Supplier is an independent contractor and as such will not have any authority to bind or commit Hoop. Nothing herein shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose.

16. Non-Exclusive Relationship

The relationship between the parties pursuant to this Agreement is non-exclusive. Therefore, nothing in this Agreement shall be construed to create an exclusive relationship between Hoop and Supplier or limit Hoop's ability to seek and contract with third parties for products similar to or exactly alike the Products, during and after the duration of this Agreement.

17. No Use of The Children's Place or Hoop Name, Logo or Trademark.

Supplier shall not use The Children's Place's Retail Stores, Inc. corporate name or any The Children's Place's Retail Stores, Inc., The Children's Place Services Company, LLC, Hoop Retail Stores, LLC or Disney Store brand, trademark or logo ("The Children's Place's Intellectual Property") for any purpose, including by way of illustration but not of limitation, advertising, press releases, publicizing, marketing or selling the Products provided hereunder, except in connection with the prosecution or defense of claims, lawsuits or governmental or regulatory audits or investigations, or except as may otherwise be required by law. In that event, Supplier shall provide Hoop with notice of such request in a timely manner sufficient to allow Hoop an opportunity to object prior to such disclosure. Supplier is specifically prohibited from using The Children's Place or Disney Store name, any The Children's Place Intellectual

Property during any discussions with its potential customers or in any press release or marketing materials.

18. Tools and Materials

Supplier shall provide, at its expense, such "tools of the trade" as are reasonably required to deliver Products to Hoop. All such tools of the trade shall be, and shall remain, the sole and exclusive property of Supplier, and Hoop shall have no interest therein or claims thereto.

19. Confidentiality

19.1. No Publicity. Neither party shall disclose any of the terms of this Agreement at any time without the prior written approval of the other party, except for (a) as may be required by law or by any competent authority, or (b) such limited disclosure in confidence as may be reasonably necessary to either party's bankers, investors or potential investors, attorneys and accountants.

19.2. Confidential Information. The parties acknowledge that they have received or may receive confidential information relating to, by way of illustration but not of limitation, the other party's product(s), business and financial information and plans, budgets, sales and marketing plans and information, promotions, supplier lists, customer lists, findings and results of services performed by Supplier for Hoop, manuals, handbooks, software and its source code, computer hardware, trade secrets, business forecasts, techniques, sketches, drawings, specifications and designs ("Confidential Information"). Except as (a) permitted or required in carrying out this Agreement, or (b) required by law or by any competent authority, the receiving party shall not use the Confidential Information or disclose the Confidential Information to any third party, either during the term of this Agreement or thereafter, without the prior written consent of the disclosing party.

19.3. Limitations. Confidential Information shall not include, and the terms of Sections 19.1 and 19.2 shall not apply to, any information which:

- 19.3.1. is or falls into the public domain without fault of the receiving party; or
- 19.3.2. the receiving party can show was in its possession prior to receipt thereof from the disclosing party; or
- 19.3.3. the receiving party receives from a third party with no obligation of confidence to the disclosing party; or
- 19.3.4. the disclosing party discloses to a third party with no obligation of confidence to the disclosing party; or
- 19.3.5. the receiving party independently develops without benefit of any Confidential Information and prevails. The obligations set out in this Article 16 shall survive the termination of this Agreement.

20. Limitation of Proceedings; Fees

20.1. Limitation of Proceedings. No claim, action, suit or arbitration of any kind may be commenced against Hoop more than one (1) year after Products were delivered.

20.2. Fees. If Hoop seeks to enforce any of its rights and obligations hereunder by legal proceedings and prevails, Hoop shall be entitled to recover from Supplier any and all costs and expenses incurred by Hoop, including, but not limited to all attorneys' fees, court costs, and expert fees.

21. Governing Law

Supplier expressly agrees that any and all disputes, claims or litigation arising from or related in any way to this Agreement shall be resolved exclusively by the courts of the State of New Jersey. Supplier waives any objections against and expressly agrees to submit to the personal jurisdiction of the Municipal and/or Superior Courts of the State of New Jersey, County of Hudson, and the U.S. District Court for Hudson county New Jersey. Supplier hereby waives the right to raise any objection or defense

it may have based upon an inconvenient forum. This Agreement is to be construed in accordance with and governed by the internal laws of the State of New Jersey, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New Jersey to the rights and duties of the parties. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

22. Notices.

Any notice, request, demand or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices shall be sent to the following addresses (or to such other address or person as may be designated by a party by giving written notice to the other party pursuant to this Section):

If to Supplier:

Randall D. Weis
President, Founder
RD Weis Companies
200 William Street
Port Chester, NY 10573

If to Hoop:

General Counsel, Corporate Legal Department
Hoop Retail Stores, LLC
915 Secaucus Road
Secaucus, NJ 07094
Fax: 201.558.2840

23. Force Majeure.

A delay by either party in the performance of its obligations under the Agreement shall not be deemed a default of the Agreement to the extent that such delay is attributable to a Force Majeure Event and could not have prevented by the non-performing party by means of the exercise of reasonable precautions or can not reasonably be circumvented by the non-performing party including through the use of alternate sources or work-around plans. If a Force Majeure Event prevents, hinders or delays for more than thirty (30) consecutive days delivery of the Products that Hoop reasonably believes to be necessary for the performance of critical functions, Hoop may procure such Products from an alternate source of at reasonable charges and Supplier shall promptly reimburse Hoop for such charges. If such delay continues for more than thirty (30) consecutive days, Hoop may terminate the affected part of the Agreement or the entire Agreement, Hoop's discretion, without owing any fees to the Supplier. The term "Force Majeure Event" shall mean an act of war or terrorism, a riot, civil disorder, or rebellion, a fire, flood, earthquake, or similar act of God or a strike, lockout or similar labor dispute that is beyond the reasonable control of the affected party.

24. Assignment

Neither party shall assign, transfer or delegate its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary set forth in this Agreement, Hoop may assign the Agreement (without obtaining Supplier's prior written consent) to any of its respective current or future worldwide divisions, subsidiaries and/or affiliated companies.

25. Severability

Any invalidity, in whole or in part of any provision of this Agreement shall not affect the validity of any other of its provisions.

26. Headings

The headings of Sections of this Agreement are for convenience of reference only and shall not in any way affect the interpretation of the Agreement or otherwise be given any legal effect. In the event of any purported conflict between the heading and the content of a Section, the latter shall control.

27. Waivers.

No waiver by either party, whether express or implied, of any provision of this Agreement shall constitute a continuing waiver of such provision or waiver of any other provision of this Agreement. Further, no waiver by either party, whether express or implied, of any breach or default by the other party shall constitute a waiver of any other breach or default of the same or any other provision of this Agreement.

28. Complete Agreement.

This Agreement and all Exhibits, and any subsequent modifications or amendments executed by authorized representatives of each party set forth the entire understanding between the parties hereto and supersede all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof. No other agreements, representations, warranties or other matters, whether oral or written, shall be deemed to bind the parties hereto with respect to the subject matter hereof. The parties acknowledge that they are entering into this Agreement solely on the basis of the agreements and representations contained herein, and for each party's respective purposes and not for the benefit of any third party. This Agreement may not be modified or amended except by the mutual written agreement of the parties signed by respective duly authorized representatives of each party. These terms and conditions shall be binding on the Supplier and its subsidiary and affiliated companies. Acceptance is expressly limited to the terms herein (regardless of whether or when Supplier may have submitted or may submit its own terms or other documentation) and any additional terms or modifications submitted by Supplier shall be void unless specifically agreed to beforehand and in writing Hoop. In the event of a conflict between this Agreement and the terms set forth in a Supplier invoice, the terms of this Agreement shall prevail.

We, the undersigned, acting as authorized representatives of Hoop and Supplier, respectively, hereby acknowledge and accept the terms and conditions detailed above as of the date last signed below. We have read and understand this agreement and consulted with respective legal counsels concerning its terms.

RD WEIS COMPANIES**HOOP RETAIL STORES, LLC**

By: _____
 Name: _____
 (Print or Type)
 Title: _____
 Company Name: _____
 Date: _____

By: _____
 Name: _____
 (Print or Type)
 Title: _____
 Date: _____

EXHIBIT AProducts & Services Price Schedule & Specific Business Terms1. Products Price Schedule

- 1.1. RD Weis Companies will be responsible for providing Hoop with Pixie Dust (Strike Off # CC280812-07) listed below during the term of this agreement. RD Weis Companies will provide a non-exclusive Warehousing and Distribution Service to Hoop. RD Weis Companies will provide necessary resources and expertise to support store construction schedule throughout all agreed Hoop Retail (Disney) Store locations.

Flooring	DSY Part #	Unit Cost per sq yd
Pink & Green Refresh Disney Carpet w/ Attached Cushion	Miliken Floor Covering Pixie Dust Strike Off # CC280812-07	\$ 26.06

Pricing reflects FOB Suppliers Warehouse

- 1.2. Supplier agrees to sell to Hoop all quantities of Product that Hoop shall order from Supplier from time to time; provided, however, that Hoop shall be under no obligation to purchase any Product from Supplier during the Term and any and all such purchases shall be made by Hoop Relationship Manager acting in its sole and absolute discretion. Any quantity estimates or purchase forecasts provided to Supplier by Hoop Relationship Manager are for planning purposes only and do not constitute an order for Products. Supplier bears sole responsibility for managing Supplier's inventory of Products and Hoop Relationship Manager shall have no liability with respect thereto (whether on termination of this agreement or otherwise).
- 1.3. Except for delays caused by Hoop, TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY UNDER EACH PURCHASE ISSUE HEREUNDER. See projected store list in Exhibit B and estimated required delivery date. This projections and required delivery dates are subject to change. Products shall not, without Hoop consent, be shipped to any Site ahead of schedule.
- 1.4. Supplier shall perform to requirements and due dates as specified in this contract and on purchase orders issued by Hoop Retail Stores, LLC. Failure to meet any of the required dates is detrimental to our business and shall penalized by 25% of the total purchase order value
- 1.5. Supplier shall supply each Product at the prices specified above. All prices provided shall be in U.S. dollars. Payment shall be made in U.S. dollars unless otherwise mutually agreed upon by Hoop and Supplier. Subject to the terms and conditions of this Agreement, Supplier's price for each Product shall remain fixed for the Term. No extra charges of any kind shall be allowed unless specifically provided herein or agreed to in writing by Hoop.

2. Warranties & Returns

RD Weis Companies represents, agrees and warrants that:

- 2.1. all Products shall be free of any claim of any nature by any third person and that Supplier shall convey clear title to Products to Hoop.
- 2.2. all Products supplied to Hoop under this Agreement shall be of merchantable quality free from all defects in design, workmanship, materials or matter injurious to persons or real property, and shall be fit for the particular purposes for which they are purchased and in compliance with all applicable laws, rules and regulations.
- 2.3. all Products supplied to Hoop under this Agreement shall be free from manufacturing defects within 15 year from the original date of purchase and the product will not wear more than 10 percent by abrasion within 10 years of installation.
- 2.4. Supplier will not disclose nor has disclosed to any third party, nor has used nor will use for its own benefit, any Hoop trade secrets or information which may reasonably be believed to be confidential to Hoop (e.g., designs);
- 2.5. all Products and deliverables meet all applicable industry and regulatory requirements as well as all Hoop requirements and the Products' and deliverables' quality standards conform with all written proposals and descriptions as well as any drawings, specifications, samples, models or the like that Supplier may have provided to Hoop concerning this matter (including without limitation descriptions or demonstrations of the Product provided by Supplier to Hoop prior to the execution of this Agreement);
- 2.6. supplier has and shall comply with all local, foreign, domestic and other laws, rules, regulations and requirements, including but not limited to: (e) the Immigration Reform & Control Act ("IRCA"), wage and hour, child labor, OSHA, and all other labor laws; (b) price discrimination laws; (c) laws relating to standards for weights, measures, sizes, quantities and ingredients; (d) trademark, trade dress, copyright, patent, unfair competition and all other intellectual property laws; (e) environmental laws, regulations and rulings including the California Safe Drinking Water and Toxic Enforcement Act (Proposition 65); (f) the Child Safety Protection Act, Fair Packaging and Labeling Act, Textile Fiber Products Identification Act, Federal Hazardous Substances Act, Flammable Fabrics Act, Food, Drug and Cosmetic Act, and Consumer Product Safety Act. If applicable, Supplier shall supply a MSDS ("Material Safety Data Sheet") for all chemical substances provided under this Agreement. Further, Supplier represents and warrants that the fees due and payable under this Agreement are sufficient to allow Supplier to comply with all applicable laws or regulations governing the labor, Services or Products to be procured under this Agreement;;
- 2.7. a Product that fails shall be considered Supplier's responsibility until adequate evidence to the contrary is accepted by Hoop.
- 2.8. Should a third party warranty or liability claim be raised, it shall be Supplier's, not Hoop, obligation to prove that the Products were free of defects. Upon notice from Hoop that a Product failed within the warranty timeframe, in addition to any rights or remedies Hoop may have under this Agreement, or law, Supplier shall at the option of Hoop either (i) replace or repair the defective Products (with respect to repair, during which time the warranty period shall toll) or (ii) reimburse Hoop for all direct or indirect costs (including but not limited to the purchase price and freight charges) incurred by Hoop as result of such failure. Warranty failures that shall be returned to Supplier shall be at Supplier's expense, including but not limited to all freight charges. Any Products that replace defective Products pursuant to this Section 2 (Warranties & Returns) shall be subject to a warranty as herein provided.
- 2.9. supplier will deliver Products and deliverables in accordance with the terms of this Agreement, including without limitation those set forth in Exhibit A and any other Exhibits and any other warranties implied by law.

2.10. that the Products and use thereof do not infringe on any third party patent, copyright, trade secret, trade name, trademark or service mark, or other proprietary or property rights.

2.11. that it holds clear and free title to all Products supplied to Hoop under this Agreement.

3. Purchase Order Requirements

3.1. Supplier acknowledges that no services will be rendered or product produced and/or delivered in the absence of an approved Hoop Purchase Order. Hoop reserves the right to withhold payment of invoices that do not correspond to an approved Hoop Purchase Order.

3.2. This Agreement shall apply to any Purchase Order whether or not the terms and conditions of this Agreement are expressly referenced therein. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Hoop or any Hoop Entity to Supplier, the provisions of this Agreement shall govern. No terms or conditions not set forth in this Agreement or a Purchase Order, including, without limitation, Supplier's standard printed terms and conditions, on Supplier's order acknowledgment or otherwise, shall have any application to this Agreement, any Purchase Order, or any transactions occurring pursuant thereto, unless this Agreement shall be specifically amended in writing by the parties. Supplier shall have the right to reject any Purchase Order containing additional provisions or conditions not acceptable to The Children's Place. Supplier's acceptance of a Purchase Order shall constitute Supplier's agreement with all such additional provisions and conditions therein.

3.3. In addition to its other rights under this Agreement, Hoop reserves the right to cancel all or any part, of any Purchase Order for Hoop convenience by written notice to Supplier. Upon such termination for convenience, Hoop shall not incur any further cost or liability to Hoop except for Products delivered previously pursuant to the terms of this Agreement.

4. Specifications, Standards & Descriptions

4.1. Specifications. Supplier shall manufacture, and deliver the Products in strict conformance with the specifications, samples, data sheets or other descriptions including the performance specifications (collectively, the "Specifications") approved or adopted by Hoop. Any change to a Product's Specification shall become effective only upon Hoop prior approval. Supplier shall maintain all required regulatory listings simultaneously with the commencement of this Agreement. Supplier shall maintain component specifications and reliability requirements on all components used in Hoop current Products, regardless of manufacturing location, and any component substitution shall be approved in writing in advance by Hoop Relationship Manager.

4.2. Inspection of Products. Hoop shall have the right prior to acceptance to inspect and test Products or request Supplier to inspect and test to determine conformance with the warranties set forth herein. If conducted by Hoop inspection and testing shall be done within a reasonable time after delivery.

4.3. Evaluation of Products. Supplier shall, at the request of Hoop, provide Hoop an opportunity to evaluate Products offered by Supplier from time to time. Hoop shall be entitled to evaluate (and use in connection with such evaluation) any such Products for a period of up to ninety (90) days at any Site designated by Hoop. Supplier shall provide Hoop with such Products for evaluation and use at no cost for such Products.

4.4. Nonconforming Products. The inspection and test by Hoop or Supplier shall not relieve Supplier from its obligations with respect to nonconforming Products or as otherwise provided in this Agreement. If any Product in Hoop sole discretion is found to be nonconforming, Hoop may at its option, shall in addition to any rights it may by law or contained in this Agreement require Supplier (i) to provide Hoop with a complete fund or credit of the price of such nonconforming Product or (ii) replace such nonconforming Product at no cost to Hoop. In addition, Supplier shall assume title and risk of loss of all nonconforming Product and shall promptly reimburse Hoop for all costs incurred by Hoop as a result of such rejection of nonconforming Products. Payment for the

Products delivered shall not constitute acceptance of the Products and shall not relieve Supplier of is warranty or other obligations hereunder.

5. Packing & Marking

- 5.1. The Products shall be delivered to Hoop (Disney Store) Locations assembled, completed, and/or ready for use on the scheduled delivery date. If so requested by Hoop, Supplier shall package Products in accordance with instructions from Hoop as provided in the applicable Purchase Order. Otherwise Supplier shall ship Products in a manner consistent with general industry practice for shipping of this kind of equipment.

6. Handling Conditions for Dangerous Goods:

- 6.1. Supplier is responsible to inform in writing if any of their products is considered as dangerous material or with special handling requirement "Hazardous Material". Supplier will be responsible to include technical declarations (Material Safety Data Sheet) of each product in specific. Supplier will be responsible that the packaging, identification, numbers, declaration, etc., all comply with the CFR ("Code of Federal Regulations") requirements and any other requirements under the federal laws, state laws or local laws of the "United States of America" "Canada" or "Puerto Rico". The Children's Place reserves the right to collect from Supplier all costs that are caused due to the transportation of dangerous materials that are packed incorrectly; that would include removal or elimination if needed in the case that the shipper refuses to accept a new article.

7. Delivery & Acceptance

- 7.1. Products shall be shipped FOB Suppliers warehouse (INCOTERMS 2000) designated in the applicable Purchase Order, unless otherwise specified, in writing, by Hoop.
- 7.2. Product and Materials will be accepted at destination by GC (General Contractor) or other trade contracted by Hoop, for items supplied by Hoop. A packaging list and Bill of Lading will be utilized to receive products and materials. The packing list should include Quantity and Unit of Measurement. The GC (General Contractor) or other trade contracted by Hoop will be responsible for checking in and safeguarding any product and materials supplied by Hoop, and identifying damages. Any concealed damage is the responsibility of the supplier to replace at no cost to Hoop. Hoop will take ownership upon Acceptance by GC (General Contractor) or other trade contracted by Hoop.
- 7.3. Products shall not, without Hoop consent, be shipped to any Site ahead of schedule. If any Products are shipped ahead of schedule, such Products may be returned at Supplier's expense.
- 7.4. Except for delays caused by Hoop, TIME IS OF THE ESSENCE WITH RESPECT TO DELIVERY UNDER EACH PURCHASE ISSUE HEREUNDER. If for any reason Supplier anticipates difficulty in complying with a required delivery date or meeting any other requirements in a Purchase Order Supplier shall immediately notify Hoop. If Supplier does not comply with Hoop delivery schedule, in addition to such other rights and remedies it may have, Hoop may, in its sole discretion, (i) require delivery by the fastest way to meet the delivery schedule, (ii) submit a revised delivery schedule or (iii) terminate the Purchase Order and/or this Agreement immediately without liability to Supplier other than liability that survives termination of this Agreement. Supplier shall be liable to Hoop for all costs incurred by Hoop as a result of such delay or termination. In the event Hoop requires by the fastest way to meet the delivery schedule or submits a revised delivery schedule, or if Hoop otherwise directs, Supplier to ship by a method other than that indicated on the Purchase Order, Supplier shall prepay any additional transportation charges incurred as a result thereof.
- 7.5. It is the responsibility of the Product or material supplier and the Transportation Provider to file any freight claims.

8. Payment Terms

Hoop will pay Supplier for the work in accordance with the following payment schedule.

8.1. Supplier will provide an invoice that matches the purchase order for each individual order. After acceptance by GC (General Contractor) or other trade contracted by Hoop, the terms of payment are 2% discount for invoices paid within fifteen (15) days, or otherwise net forty-five (45) days from receipt of invoice. Invoices should NOT be sent prior to product inspection and acceptance by Hoop or a representative on behalf of Hoop.

8.2. Payment shall not constitute acceptance of Products and shall be subject to adjustment for shortages, defects, non-conformance and other failures of Supplier to meet any terms or conditions of this Agreement.

8.3. Exhibit C: Non-Merchandise Purchase Order Sample

9. Other Business Terms

9.1. Changes. If the parties agree to a change and such change includes a fee adjustment, only those changes signed by an authorized representative of Hoop shall be valid. Specifically, if Supplier incurs costs based on a change that has not been signed by an authorized representative of Hoop, Hoop will not be responsible for any such costs so incurred.

We, the undersigned, acting as authorized representatives of Hoop and RD Weis Companies, respectively, hereby acknowledge and accept the terms and conditions detailed above as of the date last signed below. We have read and understand this agreement and consulted with respective legal counsels concerning its terms.

RD WEIS COMPANIES

HOOP RETAIL STORES, LLC

By: _____
Name: _____
Title: _____
Company Name: _____
Date: _____
(Print or Type)

By: _____
Name: _____
Title: _____
Date: _____
(Print or Type)

EXHIBIT B

Hoop Retail Store Schedule and Delivery Dates as of Wednesday, November 07, 2007

#	Store Number	Name	State	Zip	Gross Sq Ft	Project Start	Project End	Period and Project Start	Period and Project End	Period and Project Start	Period and Project End
1	6387	Carousel Center	NY	13290	4068	7-Jan-08	12-Feb-08	394	433	14-Jan-2008	2,993 3-Dec-2007
2	6547	Jefferson Valley Mall	NY	10598	4159	7-Jan-08	12-Feb-08	403	443	14-Jan-2008	
3	6574	Meriden Square	CT	06451	4000	7-Jan-08	12-Feb-08	367	426	14-Jan-2008	
4	6469	Holyoke Mall at Ingleside	MA	01040	3814	14-Jan-08	17-Feb-08	369	406	21-Jan-2008	
5	6474	Galleria at Crystal Run	NY	10941	3618	21-Jan-08	22-Feb-08	350	385	28-Jan-2008	
6	6557	SpringHill Mall	IL	60116	4079	21-Jan-08	22-Feb-08	395	434	28-Jan-2008	
7	6488	Coolsprings Galleria	TN	37067	3452	28-Jan-08	29-Feb-08	334	368	4-Feb-2008	
8	6558	Hamilton Mall	NJ	08330	3723	28-Jan-08	29-Feb-08	361	397	4-Feb-2008	
9	6573	Square One - Saugus	MA	01906	5308	6-Feb-08	12-Mar-08	514	565	13-Feb-2008	3,225 24-Dec-2007
10	6595	Boulevard Mall	NY	14226	4790	6-Feb-08	12-Mar-08	464	510	13-Feb-2008	
11	6615	Broadway Mall	NY	11801	5503	6-Feb-08	12-Mar-08	543	597	13-Feb-2008	
12	6552	Fresno Fashion Fair	CA	93710	4200	18-Feb-08	24-Mar-08	407	447	25-Feb-2008	
13	6556	Laguna Hills Mall	CA	92653	5400	18-Feb-08	24-Mar-08	623	575	25-Feb-2008	
14	6568	Valencia Town Center	CA	91355	4359	18-Feb-08	24-Mar-08	422	464	25-Feb-2008	
15	6422	Coronado Center	NM	87110	3657	18-Feb-08	24-Mar-08	354	390	25-Feb-2008	
16	6320	Chesterfield Mall	MO	63017	3414	25-Feb-08	31-Mar-08	331	364	3-Mar-2008	
17	6373	Tri-County Mall	OH	45246	3668	25-Feb-08	31-Mar-08	355	391	3-Mar-2008	3,296 21-Jan-2008
18	6390	Belden Village Mall	OH	44718	3916	25-Feb-08	31-Mar-08	379	417	3-Mar-2008	
19	6414	Franklin Park	OH	43623	3536	25-Feb-08	31-Mar-08	362	398	3-Mar-2008	
20	6457	Glenbrook Square	IN	46905	3549	25-Feb-08	31-Mar-08	344	378	3-Mar-2008	
21	6509	Towne East Square	KS	67207	4387	25-Feb-08	31-Mar-08	425	467	3-Mar-2008	
22	6523	St. Charles Town Center	MD	20603	3856	25-Feb-08	31-Mar-08	373	411	3-Mar-2008	
23	6539	Southridge Mall	WI	53129	3525	25-Feb-08	31-Mar-08	341	375	3-Mar-2008	
24	6562	St. Vital Centre	CN	R2M 5E5	3879	25-Feb-08	31-Mar-08	385	424	3-Mar-2008	
25	6376	Westminster Mall	CO	80030	4530	17-Mar-08	21-Apr-08	439	483	24-Mar-2008	2,654 11-Feb-2008
26	6404	Lynnhaven Mall	VA	23462	3078	17-Mar-08	21-Apr-08	298	328	24-Mar-2008	
27	6417	Tucson Mall	AZ	85705	3766	17-Mar-08	21-Apr-08	366	401	24-Mar-2008	
28	6604	Virginia Center Commons	VA	23060	5743	17-Mar-08	21-Apr-08	556	612	24-Mar-2008	
29	6609	Chesapeake Square	VA	23321	5220	17-Mar-08	21-Apr-08	505	556	24-Mar-2008	
30	6606	South Shore Mall	NY	11706	5071	17-Mar-08	21-Apr-08	491	540	24-Mar-2008	

Hoop will send updated New Store schedule to RD Weis Companies on updated basis

EXHIBIT C

Non-Merchandise Purchase Order			
The Children's Place 915 Secaucus Road, Secaucus, NJ 07094 Phone (201) 558-2400		Requestor's Name _____ Phone _____	
Purchase Order No. _____ Store # _____		SHIP ADDRESS _____ _____ _____	
THIS ORDER IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS			
TCP/DSY Accounting String - Completed By Requestor			
VENDOR NAME _____		VENDOR # _____	
Vendor Contact: _____		Vendor Phone: _____	
Quantity: _____		Tag (12): _____	
Asset Desc (30): _____		Amount \$ _____	
Template: _____		Act: _____	
In-Service Dc _____		Account: _____	
Check (x) one: <input type="checkbox"/> Self-Source <input type="checkbox"/> Logistics <input type="checkbox"/> Fed Ex <input type="checkbox"/> Other		Product Description _____	
Shipping _____		Unit Price _____	
F.O.B. 2% Net 15 - 45		EXTENDED PRICE _____	
Item # _____		Unit of Measure _____	
Terms 2% Net 15 - 45		UNIT PRICE _____	
Quantity _____		Freight (EST) _____	
Template _____		Tax (EST) _____	
Asset Desc (30) _____		Total PO Amount _____	
In-Service Dc _____		Date of PO _____	
Check (x) one: <input type="checkbox"/> Self-Source <input type="checkbox"/> Logistics <input type="checkbox"/> Fed Ex <input type="checkbox"/> Other		Promised Date _____	
Shipping _____		Product Description _____	
F.O.B. 2% Net 15 - 45		UNIT PRICE _____	
Item # _____		Unit of Measure _____	
Terms 2% Net 15 - 45		EXTENDED PRICE _____	
Quantity _____		Freight (EST) _____	
Template _____		Tax (EST) _____	
Asset Desc (30) _____		Total PO Amount _____	
In-Service Dc _____		Date of PO _____	
Check (x) one: <input type="checkbox"/> Self-Source <input type="checkbox"/> Logistics <input type="checkbox"/> Fed Ex <input type="checkbox"/> Other		Promised Date _____	

Projected Information										Supplier Information			
#	Store Number	Name	Address	City	State	ZIP	Gross Sq Ft	Project Start	Project End	Supplier Name	Supplier Address	Supplier City	Supplier State
1	6387	Carousel Center	9679 Carousel Center	Syracuse	NY	13290	4068	7-Jan-08	12-Feb-08	394	433	14-Jan-2008	
2	6547	Jefferson Valley Mall	650 Lee Boulevard	Yorktown Heights	NY	10598	4159	7-Jan-08	12-Feb-08	403	443	14-Jan-2008	
3	6574	Meriden Square	470 Lewis Avenue	Meriden	CT	06451	4000	7-Jan-08	12-Feb-08	387	426	14-Jan-2008	
4	6469	Holyoke Mall at Ingleside	50 Holyoke Street	Holyoke	MA	01040	3814	14-Jan-08	17-Feb-08	369	406	21-Jan-2008	
5	6474	Galleria at Crystal Run	1 N Galleria Drive, Suite 29	Middletown	NY	10941	3618	21-Jan-08	22-Feb-08	350	385	28-Jan-2008	
6	6557	SpringHill Mall	1036 Spring Hill Mall	West Dundee	IL	60118	4079	21-Jan-08	22-Feb-08	395	434	28-Jan-2008	
7	6488	CoolSprings Galleria	1800 Galleria Blvd., Suite 1520	Franklin	TN	37067	3452	28-Jan-08	29-Feb-08	334	368	4-Feb-2008	
8	6558	Hamilton Mall	150 West Black Horse Pike	Mays Landing	NJ	08330	3723	28-Jan-08	29-Feb-08	361	387	4-Feb-2008	
9	6573	Square One - Saugus	1277 Broadway	Saugus	MA	01908	5308	6-Feb-08	12-Mar-08	514	565	13-Feb-2008	
10	6595	Boulevard Mall	1223 Niagara Falls Blvd.	Amherst	NY	14226	4790	6-Feb-08	12-Mar-08	464	510	13-Feb-2008	
11	6615	Broadway Mall	460 Broadway Mall	Hicksville	NY	11801	5603	6-Feb-08	12-Mar-08	543	597	13-Feb-2008	
12	6562	Fresno Fashion Fair	687 Shaw Avenue	Fresno	CA	93710	4200	18-Feb-08	24-Mar-08	407	447	25-Feb-2008	
13	6556	Laguna Hills Mall	24155 Laguna Hills Mall	Laguna Hills	CA	92653	5400	18-Feb-08	24-Mar-08	523	575	25-Feb-2008	
14	6568	Valencia Town Center	24201 W. Valencia Blvd., Ste. #2105	Valencia	CA	91355	4359	18-Feb-08	24-Mar-08	422	464	25-Feb-2008	

15	Coronado Center	6600 Menaul Blvd. NE, Space B-10	Albuquerque	NM	87110	3657	18-Feb-08	24-Mar-08	354	390		29-Feb-2008
16	Chesterfield Mail	249 Chesterfield Mall, Space BU628	Chesterfield	MO	63017	3414	25-Feb-08	31-Mar-08	331	364		3-Mar-2008
17	Ti-County Mail	11700 Princeton Pike, Space D-217	Cincinnati	OH	45246	3668	25-Feb-08	31-Mar-08	355	391		3-Mar-2008
18	Belden Village Mail	4343 Belden Village Mall	Canton	OH	44718	3916	25-Feb-08	31-Mar-08	379	417		3-Mar-2008
19	Franklin Park	5001 Monroe Street, Sls. 330	Toledo	OH	43623-3636	3739	25-Feb-08	31-Mar-08	362	398		3-Mar-2008
20	Glenbrook Square	4210 Coldwater Road	Fort Wayne	IN	46805	3549	25-Feb-08	31-Mar-08	344	378		3-Mar-2008
21	Towne East Square	7700 East Kelllogg, Suite 839	Wichita	KS	67207	4387	25-Feb-08	31-Mar-08	425	467		3-Mar-2008
22	St Charles Town Center	11110 Mail Circle, Suite 1018	Waldorf	MD	20603	3856	25-Feb-08	31-Mar-08	373	411		3-Mar-2008
23	Southridge Mall	5300 South 76th Street	Greendale	WI	53128	3525	25-Feb-08	31-Mar-08	341	375		3-Mar-2008
24	St Vital Centre	8-1225 St Marys Road	Winnipeg, Manitoba	CN	R2M 5E5	3979	25-Feb-08	31-Mar-08	385	424		3-Mar-2008
25	Westminster Mail	5523 W. 88th Avenue, Space #8	Westminster	CO	80030	4530	17-Mar-08	21-Apr-08	439	483		24-Mar-2008
26	Lynnhaven Mall	701 Lynnhaven Parkway	Virginia Beach	VA	23452	3078	17-Mar-08	21-Apr-08	298	328		24-Mar-2008
27	Tucson Mall	4500 N. Oracle Road, Space #359	Tucson	AZ	85705	3766	17-Mar-08	21-Apr-08	365	401		24-Mar-2008
28	Virginia Center Commons	10101 Brook Rd., Space #410	Glen Allen	VA	23060	5743	17-Mar-08	21-Apr-08	556	612		24-Mar-2008
29	Chesapeake Square	4200 Portsmouth Blvd., Space #134	Chesapeake	VA	23321	5220	17-Mar-08	21-Apr-08	605	656		24-Mar-2008
30	South Shore Mall	1701 Sunrise Highway	Bay Shore	NY	11706	5071	17-Mar-08	21-Apr-08	491	540		24-Mar-2008
31	Santa Rosa Plaza	1023 Santa Rosa Plaza	Santa Rosa	CA	95401	3996	7-Apr-08	9-May-08	387	426		14-Apr-2008
32	Northridge Mall	720 Northridge Mall	Salinas	CA	93906	4200	7-Apr-08	9-May-08	407	447		14-Apr-2008
33	Solano Mall	1350 Travis Blvd., Ste. #1455A	Fairfield	CA	94533	4311	7-Apr-08	9-May-08	417	459		14-Apr-2008
34	Capitol Mall	1855 41st Ave., Space G-7	Capitola	CA	95010	4788	7-Apr-08	9-May-08	464	510		14-Apr-2008
35	Fiesta Mall	1445 W. Southern Ave., Suite 1046	Mesa	AZ	85202	3878	14-Apr-08	16-May-08	376	413		21-Apr-2008
36	University Park	6501 Grape Road, Space 130	Mishawaka	IN	46545	5111	14-Apr-08	16-May-08	496	544		21-Apr-2008
37	Lakeline Mall	11200 Lakeside Blvd., Space F-9	Austin	TX	78613	5635	14-Apr-08	16-May-08	546	600		21-Apr-2008
38	Four Seasons Town Center	216 Four Seasons Town Cir	Greensboro	NC	27407	3438	21-Apr-08	23-May-08	533	586		28-Apr-2008
39	Edison Mall	4125 Cleveland Ave., Space #54	Fort Myers	FL	33901	4382	21-Apr-08	23-May-08	424	467		28-Apr-2008
40	Coastland Center	1714 Tamiami Trail N	Naples	FL	34102	4979	21-Apr-08	23-May-08	482	530		28-Apr-2008
41	Countryside Mall	27001 US Highway 19 N, Ste. 2022 / 2023	Clearwater	FL	33761	5002	21-Apr-08	23-May-08	484	530		28-Apr-2008
42	Warwick Mall	400 Bald Hill Road	Warwick	RI	02886-1617	4876	28-Apr-08	31-May-08	472	515		5-May-2008
43	Silver City Galleria	2 Galleria Mall Drive	Taunton	MA	02780-	3612	28-Apr-08	31-May-08	550	588		5-May-2008
44	Poughkeepsie Galleria	2001 South Road, Suite A-123	Poughkeepsie	NY	12601	4488	28-Apr-08	31-May-08	435	478		5-May-2008
45	Town East Mall	1020 Town East Mall	Mesquite	TX	75150	3780	5-May-08	9-Jun-08	366	403		12-May-2008
46	Meadowood Mall	5280 Meadowood Circle	Reno	NV	89502	3820	5-May-08	9-Jun-08	370	407		12-May-2008
47	West Oaks Mall	1000 West Oaks Mall, Suite #144	Houston	TX	77082	4908	5-May-08	9-Jun-08	475	523		12-May-2008
48	South Plains Mall	6002 Slide Road	Lubbock	TX	79414	4520	5-May-08	9-Jun-08	438	481		12-May-2008
49	Valley View Center	2040 Valley View Center, Space #2268	Dallas	TX	75240	4120	5-May-08	9-Jun-08	399	439		12-May-2008
50	Lloyd Center	1046 Lloyd Center	Portland	OR	97232	5300	5-May-08	9-Jun-08	513	566		12-May-2008
51	Kingsway Garden Mall	Princess Elizabeth Ave., #608-612	Edmonton, Alberta	CN	T5G 3B6	4409	5-May-08	9-Jun-08	427	470		12-May-2008
52	The Pavilions at Buckland	194 Buckland Hills Drive, Suite #2148	Manchester	CT	06040-	3500	12-May-08	13-Jun-08	339	373		19-May-2008
53	The Pheasant Lane Mall	310 Daniel Webster Hwy, Space S-207	Nashua	NH	03060-	4098	12-May-08	13-Jun-08	387	437		19-May-2008
54	Greece Ridge Center	256 Greece Ridge Center D, Space H18	Rochester	NY	14626	5079	12-May-08	13-Jun-08	492	541		19-May-2008
55	Tyrone Square	6901 22nd Avenue North	St. Petersburg	FL	33710	3790	19-May-08	19-Jun-08	367	404		26-May-2008
56	University Mall	2209 University Square Mall	Tampa	FL	33612	4000	19-May-08	19-Jun-08	387	426		26-May-2008
57	Brandon Town Center	550 Brandon Town Center	Brandon	FL	33511	3821	19-May-08	19-Jun-08	370	407		26-May-2008
58	Bel Air Mall	3220 Bel Air Mall, Space B-8-B	Mobil	AL	36606	5452	19-May-08	19-Jun-08	528	581		26-May-2008
59	Lakeland Square	3800 U.S. Hwy, 98 North, Space 232 & 240	Lakeland	FL	33809	5428	19-May-08	19-Jun-08	525	578		28-May-2008

EXHIBIT A (PART 2)
08-CV-4245
PLAINTIFF'S OPPOSITION

Randall Weis

From: apriftani@childrensplace.com
Sent: Wednesday, November 07, 2007 2:11 PM
To: Randall Weis
Cc: Joe Pedalino; Kevin Kingsland; ksysyn@childrensplace.com; mtoro@childrensplace.com; Rose Salerno; dneugroschl@childrensplace.com
Subject: RE: Disney Carpet Installation Spreadsheet
Importance: High

Randy,

You need to discuss the following with Andy Meyers and GCs. We are not involved with Installation Process...

Andi

"Randall Weis" <rdweis@rdweis.com>
 11/07/2007 01:53 PM
 To: <apriftani@childrensplace.com>
 cc: "Joe Pedalino" <Joe.Pedalino@Milliken.com>, "Kevin Kingsland" <tkingsland@rdweis.com>, "Rose Salerno" <rsalerno@rdweis.com>, <mtoro@childrensplace.com>, <ksysyn@childrensplace.com>
 Subject: RE: Disney Carpet Installation Spreadsheet

Andy,

We are gathering our quote now....can you confirm that our scope of work in my earlier e mail is essentially correct from your point of view.

Thanks.....we will have this for you by close of business tomorrow.

RDW

From: apriftani@childrensplace.com [mailto:apriftani@childrensplace.com]
Sent: Wednesday, November 07, 2007 1:29 PM
To: Randall Weis
Cc: Joe Pedalino; Kevin Kingsland; Rose Salerno; mtoro@childrensplace.com; ksysyn@childrensplace.com
Subject: Disney Carpet Installation Spreadsheet
Importance: High

Randy,

3/27/2008

Please look @ the attached file below and provide your competitive installation cost per each location as soon as possible. Please let me know if you have any questions.

Thanks,
Andi

"Randall Weis"
<rdweis@rdweis.com>

11/08/2007 09:25 PM To <apriftani@childrensplace.com>, <ameyers@childrensplace.com>
cc "Joe Pedalino" <Joe.Pedalino@Milliken.com>, "Kevin Kingsland" <kkingsland@rdweis.com>, "Rose Salerno" <rsalerno@rdweis.com>
Subject FW: Childrens Place Carpet

Andy/Andy,

I hope to have pricing to you tomorrow for the attached stores. The scope of work we are working off of is as follows:

1. Our local installers to contact store in advance of install and coordinate details, survey for wall base and any other sundry items such as transition strips that may be require.
2. Installers will arrive at store closing, begin the removal of the existing carpet and dispose of all materials off site.
3. Installers to move all fixtures to facilitate the installation of the carpet, and replace the fixtures back in their original locations.
4. Installers will normally need two nights to complete the installs.
5. We will ask our installers to check the rip up of the old carpet, as we have had in the past on occasion, carpet installed with the WRONG adhesive and it literally has to be chiseled off the floor with a mechanical carpet stripper, a device that most installers do not travel with. If we encounter this, we will notify all parties. Separate pricing will be required should we encounter this. We assume that the carpet we are removing was installed with the correct mill branded adhesive.
6. At the end of the final night of installation, we will get a sign off by the stores representative.

The only variables in pricing these stores are around the wall base requirement and any difficulties we may have under item 5. My suggestion is we build in a fixed allowance for wall base and transition strips of \$500. If it is less than that amount, that is what we will charge.

If I have missed anything or you have further questions please let me know.

We look forward to working with you.

Randy

3/27/2008

----- Forwarded by Joe Pedalino/Miliken on 10/31/2007 03:18 PM -----

apriftani@childrensplace.com

10/31/2007 10:15 AM

To Joe Pedalino <Joe.Pedalino@Miliken.com>
cc Michael Callaghan <Michael.Callaghan@Miliken.com>, rdweis@rdweis.com, Tom O'Neill
<Tom.O'Neill@Miliken.com>, mtoro@childrensplace.com, ksysyn@childrensplace.com
Subject Re: Childrens Place Carpet

Joe,

Can you also provide **price installed** per each store (coordinate w/ RD Weis). You should add another column to our spreadsheet. Please provide this info as soon as possible.

Thanks,
Andi

Joe Pedalino
<Joe.Pedalino@Miliken.com>

10/29/2007 05:25 PM

To apriftani@childrensplace.com
cc Michael Callaghan <Michael.Callaghan@Miliken.com>, Tom O'Neill
<Tom.O'Neill@Miliken.com>, rdweis@rdweis.com
Subject Childrens Place Carpet

3/27/2008

Andy, I hope all is well. On behalf of Milliken Modular I would like to thank you and your company for the opportunity to supply you with the carpet for your stores. It is truly a wonderful opportunity and I hope that we are fortunate enough to work with you.

I have been kicking around a lot of ideas with a lot of different people and departments within our organization in order to come up with the best method to service all of your requirements. This included people in marketing, traffic, and warehousing along with people from our certified network of installers and distributors. I hope that we have developed the best plan that will work in both the short and long term for the ChildrensPlace.

In review, I would like to discuss the product first. It is a custom broadloom made specifically for your organization. All of the design work was done months ago and approved by you and your team. It's standard size is 13'6" and also will come standard with our attached pad. The carpet will be shipped in rolls and the average roll should be about 100 sf.

The cost of the carpet will be \$26.06 per sy. This cost does not reflect any shipping, handling, tax, or installation. Payment will be net 30 days. All orders are subject to our overrun policy of 0-10%. Delivery is 5 weeks.

In order to make this process work smoothly and at the best cost to The Childrens Place, we have enlisted the help of one of our certified distributors. Their name is RD Weis & Co. and they have an extensive background in both corporate work and retail work. Milliken has a long relationship with them reaching almost 20 years and they bring to the table extensive experience with these type of situations. I would like to set up a meeting with them so that you may meet the owner and his sales manager who will be responsible for your account along with me.

This is the way we see it all taking place:

Childrens Place will furnish Milliken with a blanket contract stating how many stores and the amount of carpet that will be required.

Childrens Place will then give Milliken a specific amount of carpet that they wish to be manufactured. Milliken will then manufacture that amount and when ready ship that amount to a warehouse that has been arranged by RD Weis. Milliken will invoice Childrens Place for the amount of carpet that was manufactured and shipped to the warehouse. You will only be billed for the carpet, the tax, and the freight. The freight should be minimal since it is only going from one part of Georgia to another.

At no cost to The Childrens Place, RD Weis will warehouse the carpet and take care of all of the handling. They will also cut whatever carpet is necessary so that it meets your store requirements, also at no cost to The Childrens Place. Once the Childrens Place knows the carpet that is required for an individual store, they will furnish that information to me. I in turn will forward that information on to RD Weis and they will make sure that the carpet required for that store is ready to be shipped out.

When the inventory hits a certain level (that level agreed upon by both you and I) you will then have the opportunity to place another order to replenish the stock amount so that you are not caught short of carpet. We will then proceed to bill you for the amount of carpet that was manufactured and shipped to the warehouse (along with taxes)

Up to this point, you are working solely with me and you will be getting billed by Milliken only. The freight to each individual store must be handled in one of two ways. Since the freight will be different based on the quickness level in which you require it and the location of the store, you will have two options.

- 1) Based on our meeting, you stated that you may want to send in your own trucks to pick up the carpet and bring it to your stores. That is perfectly acceptable to us and we can make that work....or
- 2) RD Weis will ship the carpet out to your location and will furnish you with a bill for the freight only

3/27/2008

AndI, we have looked at this extensively and we all pretty much feel that this is the best way to make this work in the most cost effective manner and with the fewest flaws as possible.

Please let me know your thoughts and how you wish to proceed. If agreed, we will then start that process and start working in order to get you a list of installers around the country for your many locations.

I look forward to hearing from you, and once again I want to thank you for your continued interest in Miliken!

Joe Pedalino
Global Account Leader
Team Leader New Jersey
91 Fieldstone Drive
Basking Ridge, New Jersey 07920
Cell 908-309-7402
Office 908-953-8449
VM 800-241-4826 X 4315
Fax 864-503-1078
E mail joe.pedalino@miliken.com
www.milken carpet.com
Samples www.milken carpet sample studio.com

Randall Weis

From: apriftanl@childrensplace.com
Sent: Wednesday, November 07, 2007 4:43 PM
To: Randall Weis
Subject: Disney Stores - Request For Information
Importance: High
Attachments: Supplier Qualification RFI.xls; Financial Survey.xls; Mutual NDA.doc; No Relationship Letter.doc

Dear Supplier:

The Children's Place values are reflected in our passion for the four P's: People, Product, Presentation, and Profitability. These are the values which drive everything we do. We cannot achieve these high goals without our suppliers. Regardless of whether your company is small or large, local or global, provides products or services, we need your cooperation and commitment to these same goals.

We prefer to establish long-term relationships with our suppliers. To this end, we must forge an open, fair and honest business association based on a mutual pledge to provide quality services and products.

What We Look for in Suppliers

- o Quality – The Children's Place sets high standards of performance for itself and the products we sell in our stores. We expect the same from our suppliers, in the areas of quality, responsiveness and service commitments. We appreciate you informing us of any examples of excellence in your business, such as awards, certifications, and so on.
- o Customer Focus - We want companies who will extend the same or better customer service goals and objectives that we extend to our own customers.
- o Cost Savings - We appreciate suppliers who continually look for ways to help us lower costs in all areas of our business.
- o Innovative Business Solutions - We want companies who are willing to work toward continuous improvement and more efficient products and services.
- o Technology - We look favorably on companies who take advantage of the use of technology to maintain a competitive edge and can add to their responsiveness.

What You Can Expect from Us

- o Information - We will provide you with as much information as possible on how our strategic sourcing process works, as well as the specific requirements of a project.
- o Fair treatment - Our processes are set up to ensure equal and fair treatment to you and your company so that you fully participate in the purchasing and contracting process.
- o Feedback - We will provide feedback regarding performance and all other business issues.

Welcome to doing business with The Children's Place. Together we can meet the challenges of a very competitive world.

The following documents are for internal analysis and evaluation purposes only. Your company must address and answer each section of the request for information as concisely and completely as possible (incl. Income Statements, Balance

3/27/2008

Sheet etc.). All responses will become property of The Children's Place and will be kept strictly confidential.

Thank you for your participation in this process. We would like to receive your response to this RFI no later than November 13, 2007. Should you have any questions or concerns, please feel free to contact me.

Attachment:

These documents contain information protected by the attorney client privilege and attorney work product doctrine. Please treat as confidential.

Mr. Andi Priftani
The Children's Place
Manager, Strategic Sourcing
915 Secaucus Road
Secaucus, NJ 07094
P: 201.453.7532
F: 201.558.2847
Email: apriftani@childrensplace.com

[Company Name]
[Mr., Ms., - Contact Name]
[Title]
[Address -----]
[-----]
[- - - - -]

Re: Acknowledgement of No Relationship with The Children's Place, Inc.

Dear {Mr., Ms., [Contact Last Name] :}

The Board of Directors of The Children's Place Retail Store, Inc. ("TCP") is responsible for ensuring that TCP has clear policies and procedures for Board review and approval of related party transactions. Accordingly, in order to ensure that we have received all the proper approvals from our Board of Directors to enter into an agreement with you, we need to determine that [Company Name] is not a related party.

For purposes of this letter and our procedures for approving related party transactions, a related party shall be any of the following persons:

1. Any director or executive officer of TCP; or
2. Any Stockholder that owns more than 5% of TCP's outstanding shares;
3. Any immediate family member of any above; or
4. Any entity associated with any of the above

After proper inquiry, it is my understanding that [Company Name] is not a related party to TCP. If you agree with my understanding, please knowledge that to your knowledge [Company Name] is not a related party of TCP, by signing this letter and returning it to me.

We appreciate your assistance in helping us comply with our internal approval procedures and look forward to working with you in our new relationship. If you have any questions regarding any of the above please contact Andi Priftani at 201-453-7532.

Sincerely,

Andi Priftani
Manager, Strategic Sourcing
T: 201.453.7532 - F: 201.558.2847
apriftani@childrensplace.com

Name: -----
Signature: -----
Comments: -----

SUPPLIER QUALIFICATION

(Please fill out each section completely)



Section A

- A1. Indicate type of business: ☐ Importer ☐ Agent ☐ Manufacturing ☐ Trading/Corporation
 A2. Supplier Name and Address _____

- A3. Supplier's USA Address
 (if applicable) _____

Supplier's primary contact for The Children's Place:

- A4. Name _____
 Position/Title _____
 Telephone: _____
 E-mail address: _____

- A7. Supplier Home-Page / Web Address: _____
 A8. If you have received a credit rating by a recognized firm (e.g.: Dunn and Bradstreet) indicate firm and _____

- A9. Firm: _____ Credit Rating: _____ D&B#: _____
 Do you have reliable internet access to communicate with The Children's Place and the Strategic Sourcing Team? ☐ Yes ☐ No

- A10. Key Personnel _____ Direct Phone _____
 Chairman / CEO _____
 CFO _____
 President _____
 Vice President _____
 General Manager _____
 Operations Manager _____
 Export Manager _____
 Other (name, title) _____
 Other (name, title) _____
 Other (name, title) _____

- A11. How long has the company been in business? _____
 A12. What TCP divisions, if any, have you supplied in the last 12 months? _____

- ☐ None ☐ The Children's Place ☐ Disney Stores ☐ Other (Specify) _____

- A13. Indicate your supplier relationship with The Children's Place, Inc. in the last 12 months:

- ☐ Direct ☐ Thru 3rd Party ☐ None

A14. Regarding transactions in the last 12 months:

<u>Product Supplied</u>	<u>Under what company name or through what 3rd Party do you supply to The Children's Place</u>	<u>Annual Volume</u> (US\$ FOB)	<u>Retail Market (Country)</u>
-------------------------	--	------------------------------------	--------------------------------

[illegible]

A15. If you are not currently a The Children's Place/Disney Store supplier (last 12 months), have you previously been a supplier?

☐ Direct ☐ Thru 3rd Party ☐ None

A16. What division(s) of The Children's Place/Disney Store did you supply prior to the last 12 months?

<input type="checkbox"/> None	<input type="checkbox"/> The Children's Place	<input type="checkbox"/> Disney Stores	<input type="checkbox"/> Other (Specify)
<u>Product Supplied</u>			
<u>Under what company name or through what 3rd Party do you supply to The Children's Place</u>			
<u>Annual Volume</u>			<u>Retail Market (Country)</u>
<u>(US\$ FOB)</u>			

[illegible]

A17. Do you own a brand?

☐ Yes ☐ No

If yes, which brand(s)?

A18. Do you produce or sell licensed products?

☐ Yes ☐ No

If yes, describe license(s)?

A19. Description of Core Competency (Primary process, capability, or product provided, produced or sold):

A20. List top customers (retail):

[illegible][illegible]

A21. References

<u>Name of Company</u>	<u>Contact Name</u>	<u>Contact Number</u>

A22. List top competitors:
Name of Company

<u>Name of Company</u>	<u>Product Categories</u>	<u>Retail Market (Country)</u>

A23. Association memberships or affiliations (if any)

1	
2	
3	
4	
5	

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement dated _____, is made by and between The Children's Place Services Company, LLC ("Children's Place") located at 915 Secaucus Road, Secaucus, New Jersey 07094 and _____ located at _____

WHEREAS, the Children's Place seeks a proposal from _____ in connection with certain products and/or services ("Authorized Purpose"); and the parties expect to disclose to one another certain information considered proprietary or confidential; and WHEREAS, the parties wish to ensure that such information is protected from unauthorized use or disclosure; NOW THEREFORE, the parties agree as follows:

1. **Confidential Information.** The parties intend to disclose to one another certain information which is not in the public domain and may be confidential and proprietary to the disclosing party ("Confidential Information"). Confidential Information may include, but not be limited to, information which relates to financial and business operations and proposals, manufacturing and marketing data and plans, employees, product plans, organization, designs, samples, drawings, graphics, know-how, customer lists, suppliers, distribution arrangements, trade secrets and ideas. The parties further intend to restrict and control the use and disclosure of such information pursuant to this Agreement.
2. **Nondisclosure.** Each party agrees (i) to hold the Confidential Information in confidence and to take all commercially reasonable precautions to protect such Confidential Information as employed by such party with respect to its most confidential materials, including, but not limited to, limiting disclosure of such Confidential Information to only those employees who have a need to know such Confidential Information in connection with the Authorized Purpose; (ii) not to use or allow use of any Confidential Information or notes, summaries or other material prepared by the receiving party derived from its inspection or evaluation of Confidential Information ("Notes") other than for the Authorized Purpose; (iii) not to disclose, or allow disclosure, to third parties of any portion of the Confidential Information or Notes, including, but not limited to, agents, advisors, consultants and other representatives of the receiving party, without the prior written consent of an authorized representative of the disclosing party; and (iv) to prevent the unauthorized use, disclosure or publication of the Confidential Information and Notes.
3. **Information Not Covered.** A receiving party has no obligation with respect to any information which: (i) was already known by the receiving party prior to receipt of same from the disclosing party; or (ii) is or becomes generally known to the public through no wrongful act of the receiving party; or (iii) is rightfully provided to the receiving party by a third party without restriction on disclosure or use; or (iv) is independently developed by personnel of the receiving party, who have not had access to the other party's Confidential Information; or (v) is made available by the disclosing party to a third party, without restriction concerning use or disclosure.
4. **Return of Confidential Information.** As promptly as practicable following any request by a disclosing party to return Confidential Information, the receiving party will destroy or render unusable such Confidential Information and any copies thereof in the receiving party's possession; provided, however, the receiving party may retain any Notes (such Notes to be held in strict confidence, subject to the terms of this Agreement), (i) one (1) copy of all Confidential Information furnished by the disclosing party to the receiving party; provided such Confidential Information is retained by the receiving party's legal department for record or archive purposes only in connection with the Authorized Purpose (to which all of such receiving party's obligations contained herein shall continue to apply), and (iii) copies of Confidential Information only to the extent necessary for you to satisfy any requirements of any law, regulation or securities exchange rule governing such receiving party's conduct (such materials, information and other documents described in the foregoing subparagraphs (i) through (iii), collectively, the "Retention Documents").

5. **Ownership.** All Confidential Information supplied by either party shall remain the property of, and shall be returned to, the disclosing party or destroyed upon request. No copies of any Confidential Information may be made without the prior written consent of an authorized representative of the disclosing party.
6. **Permitted Use.** Each party agrees not to use the other's Confidential Information for any purpose other than the Authorized Purpose. Any other use of such Confidential Information shall be made only upon the prior written consent of an authorized representative of the party which disclosed such information or pursuant to subsequent agreement between the parties.
7. **Permitted Disclosure.** Neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of court or authorized agency of government; provided, such disclosure is made only to the extent so ordered; provided further, that notice first be given to the party owning the Confidential Information, so a protective order if appropriate, may be sought by such owner.
8. **No Other Rights.** A party shall receive no license under this agreement for any patent, copyright or intellectual property of the other party.
9. **Term.** Each party's respective obligations of nondisclosure and restricted use, as a recipient of Confidential Information under this Agreement, shall expire two (2) years after the date of this Agreement. The receiving party's obligations to maintain the confidentiality of the Retention Documents in accordance with the terms of this Agreement shall survive the date of termination of this Agreement indefinitely.
10. **Equitable Remedies.** The parties agree that it would be impossible or inadequate to measure and calculate damages from any breach of the covenants set forth herein. Accordingly, the parties agree that in the event of a breach of any of the covenants contained in this Agreement, the affected party will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and the parties hereby consent to the issuance of such injunction and to the ordering of specific performance.
11. **No Formal Business Obligations.** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either party to submit to a proposal to or perform a contract with the other party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both parties.
12. **Termination of Discussions.** Either party may terminate discussions at any time and for any reason without any liability to the other party, other than with respect to the obligations hereunder. Further, neither party is under any obligation to disclose Confidential Information of any kind to you merely by executing this Agreement or by way of our discussion with you with respect to the Authorized Purpose.
13. **Governing Law; Jurisdiction.** This Agreement shall be governed by the law of the State of New Jersey, United States of America, without regard to conflict of laws principles. Any legal proceeding arising in connection with this Agreement shall be submitted for trial before the United States District Court for the District of New Jersey, or if and only if the United States District Court does not have jurisdiction, then before the Superior Court in and for the County of Hudson, State of New Jersey, or if and only if neither such courts shall have jurisdiction, then before any other court sitting in Hudson County, New Jersey, having subject matter jurisdiction. The parties hereto consent to the exclusive jurisdiction of said courts in connection with any legal proceeding arising in connection with this Agreement and to service of process outside of the State of New Jersey pursuant to the requirement of such court in any matter subject to it.

14. **Assignment; Final Agreement.** This Agreement will be binding upon the successors and assigns of the parties. This Agreement states the entire agreement between the parties relating to the subject matter hereof and supersedes all prior written or verbal agreements. This Agreement may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the year and date written above.

<p>The Children's Place Services Company, LLC</p> <p>_____ Name: Title:</p>	<p>_____ Name: Title:</p>
---	-----------------------------------

Randall Weis

From: Randall Weis
Sent: Wednesday, November 07, 2007 1:54 PM
To: 'apriftani@childrensplace.com'
Cc: Joe Pedalino; Kevin Kingsland; Rose Salerno; mtoro@childrensplace.com; ksysyn@childrensplace.com
Subject: RE: Disney Carpet Installation Spreadsheet

Andy,

We are gathering our quote nowcan you confirm that our scope of work in my earlier e mail is essentially correct from your point of view.

Thanks.....we will have this for you by close of business tomorrow.

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Sent: Wednesday, November 07, 2007 1:29 PM
To: Randall Weis
Cc: Joe Pedalino; Kevin Kingsland; Rose Salerno; mtoro@childrensplace.com; ksysyn@childrensplace.com
Subject: Disney Carpet Installation Spreadsheet
Importance: High

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 Andi

<p>"Randall Weis" <rdweis@rdweis.com> 11/06/2007 09:25 PM</p>	<p>To: <apriftani@childrensplace.com>, <ameyers@childrensplace.com> cc: "Joe Pedalino" <Joe.Pedalino@Milliken.com>, "Kevin Kingsland" <kkingsland@rdweis.com>, "Rose Salerno" <rsalerno@rdweis.com> Subject: FW: Childrens Place Carpet</p>
--	---

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3/27/2008

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The only variables in pricing these stores are around the wall base requirement and any difficulties we may have under item 5. My suggestion is we build in a fixed allowance for wall base and transition strips of \$500. If it is less than that amount, that is what we will charge.

If I have missed anything or you have further questions please let me know.

We look forward to working with you.

Randy

----- Forwarded by Joe Pedalino/Milliken on 10/31/2007 03:18 PM -----

apriftanl@childrensplace.com

10/31/2007 10:15 AM

To Joe Pedalino <Joe.Pedalino@Milliken.com>
cc Michael Callaghan <Michael.Callaghan@Milliken.com>, rdweis@rdweis.com, Tom O'Neill <Tom.O'Neill@Milliken.com>, mloro@childrensplace.com, ksysyn@childrensplace.com
Subject Re: Childrens Place Carpet

Joe,

Can you also provide price installed per each store (coordinate w/ RD Weis). You should add another column to our spreadsheet. Please provide this info as soon as possible.

Thanks,
Andi

Joe Pedalino
<Joe.Pedalino@Milliken.com>

3/27/2008

10/29/2007 05:25 PM

To: apirfani@childrensplace.com
 cc: Michael Callaghan <Michael.Callaghan@Milliken.com>, Tom O'Neill
 <Tom.O'Neill@Milliken.com>, rdweis@rdweis.com
 Subject: Childrens Place Carpet

Andy, I hope all is well. On behalf of Milliken Modular I would like to thank you and your company for the opportunity to supply you with the carpet for your stores. It is truly a wonderful opportunity and I hope that we are fortunate enough to work with you.

I have been kicking around a lot of ideas with a lot of different people and departments within our organization in order to come up with the best method to service all of your requirements. This included people in marketing, traffic, and warehousing along with people from our certified network of installers and distributors. I hope that we have developed the best plan that will work in both the short and long term for the ChildrensPlace.

In review, I would like to discuss the product first. It is a custom broadloom made specifically for your organization. All of the design work was done months ago and approved by you and your team. It's standard size is 13'6" and also will come standard with our attached pad. The carpet will be shipped in rolls and the average roll should be about 100 sf.

The cost of the carpet will be \$26.06 per sy. This cost does not reflect any shipping, handling, tax, or installation. Payment will be net 30 days. All orders are subject to our overrun policy of 0-10%. Delivery is 5 weeks.

In order to make this process work smoothly and at the best cost to The Childrens Place, we have enlisted the help of one of our certified distributors. Their name is RD Weis & Co. and they have an extensive background in both corporate work and retail work. Milliken has a long relationship with them reaching almost 20 years and they bring to the table extensive experience with these type of situations. I would like to set up a meeting with them so that you may meet the owner and his sales manager who will be responsible for your account along with me.

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At no cost to The Childrens Place, RD Weis will warehouse the carpet and take care of all of the handling. They will also cut whatever carpet is necessary so that it meets your store requirements, also at no cost to The Childrens Place. Once the Childrens Place knows the carpet that is required for an individual store, they will furnish that information to me. I in turn will forward that information on to RD Weis and they will make sure that the carpet required for that store is ready to be shipped out.

When the inventory hits a certain level (that level agreed upon by both you and I) you will then have the

3/27/2008

opportunity to place another order to replenish the stock amount so that you are not caught short of carpet. We will then proceed to bill you for the amount of carpet that was manufactured and shipped to the warehouse (along with taxes)

Up to this point, you are working solely with me and you will be getting billed by Milliken only. The freight to each individual store must be handled in one of two ways. Since the freight will be different based on the quickness level in which you require it and the location of the store, you will have two options.

1) Based on our meeting, you stated that you may want to send in your own trucks to pick up the carpet and bring it to your stores. That is perfectly acceptable to us and we can make that work....or

2) RD Weis will ship the carpet out to your location and will furnish you with a bill for the freight only

Andi, we have looked at this extensively and we all pretty much feel that this is the best way to make this work in the most cost effective manner and with the fewest flaws as possible.

Please let me know your thoughts and how you wish to proceed. If agreed, we will then start that process and start working in order to get you a list of installers around the country for your many locations.

I look forward to hearing from you, and once again I want to thank you for your continued interest in Milliken!

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E mail joe.pedalino@milliken.com
www.miliken地毯.com
Samples www.miliken地毯samplestudio.com

3/27/2008

Randall Weis

From: Randall Weis
Sent: Tuesday, November 06, 2007 9:26 PM
To: 'apriftani@childrensplace.com'; 'ameyers@childrensplace.com'
Cc: 'Joe Pedalino'; Kevin Kingsland; Rose Salerno
Subject: FW: Childrens Place Carpet
Attachments: Disney Pink & Green Carpet1.xls

Andy/Andy,

I hope to have pricing to you tomorrow for the attached stores. The scope of work we are working off of is as follows:

1. Our local installers to contact store in advance of install and coordinate details, survey for wall base and any other sundry items such as transition strips that may be require.
2. Installers will arrive at store closing, begin the removal of the existing carpet and dispose of all materials off site.
3. Installers to move all fixtures to facilitate the installation of the carpet, and replace the fixtures back in their original locations.
4. Installers will normally need two nights to complete the installs.
5. We will ask our installers to check the rip up of the old carpet, as we have had in the past on occasion, carpet installed with the WRONG adhesive and it literally has to be chiseled off the floor with a mechanical carpet stripper, a device that most installers do not travel with. If we encounter this, we will notify all parties. Separate pricing will be required should we encounter this. We assume that the carpet we are removing was installed with the correct mill branded adhesive.
6. At the end of the final night of installation, we will get a sign off by the stores representative.

The only variables in pricing these stores are around the wall base requirement and any difficulties we may have under item 5. My suggestion is we build in a fixed allowance for wall base and transition strips of \$500. If it is less than that amount, that is what we will charge.

If I have missed anything or you have further questions please let me know.

We look forward to working with you.

Randy

From: Joe Pedalino [mailto:Joe.Pedalino@Milliken.com]
Sent: Wednesday, October 31, 2007 3:27 PM
To: Randall Weis
Subject: Fw: Childrens Place Carpet

RD...can you come up with some sort of price list?.....I will forward all of the locations

3/27/2008

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3/27/2008

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3/27/2008

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3/27/2008

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Thank you.

3/27/2008

Randall Weis

From: apriftani@childrensplace.com
Sent: Monday, November 05, 2007 2:09 PM
To: Randall Weis
Cc: Joe Pedalino
Subject: Fw: Disney Carpet
Importance: High

Randy,

Do you have any news in regards to carpet. Did you call Andy Meyers? Did you provide padding Requirements? Also did you talk to Jo in regards to carpet pattern match. Please advise?

Thanks,
Andi

"Randall Weis" <rdweis@rdweis.com>

11/01/2007 10:45 AM

To: <apriftanl@childrensplace.com>

cc

Subject RE: Disney Carpet

Andi,

I am on my way to Minneapolis right now. Are you available late in the day to have a conversation about your needs? Please forward me your phone number so I can contact you.

Am not sure if Joe mentioned to you, between 1993 and 1998, our firm did all of the Disney Stores Carpeting worldwide on a supply and install basis, but also managed a comprehensive cleaning program for all the stores. We are familiar with the requirements of retail.

Let me know when a good time to chat is, and if not today, how early tomorrow am.

Randy Weis
President, Founder
RD Weis Companies

www.rdweis.com

From: apriftani@childrensplace.com [mailto:apriftani@childrensplace.com]
Sent: Wednesday, October 31, 2007 10:16 AM
To: Joe Pedalino

3/27/2008

Cc: Michael Callaghan; Randall Weis; Tom O'Neill; mtoro@childrensplace.com; ksysyn@childrensplace.com
Subject: Re: Childrens Place Carpet
Importance: High

Joe,

Can you also provide price installed per each store (coordinate w/ RD Weis). You should add another column to our spreadsheet. Please provide this info as soon as possible.

Thanks,
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Joe Pedalino
 <Joe.Pedalino@Milliken.com>

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 cc Michael Callaghan <Michael.Callaghan@Milliken.com>, Tom O'Neill
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Thank you.

3/27/2008

Randall Weis

From: Randall Weis
Sent: Thursday, November 01, 2007 10:46 AM
To: 'apriftani@childrensplace.com'
Subject: RE: Childrens Place Carpet

Andi,

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Am not sure if Joe mentioned to you, between 1993 and 1998, our firm did all of the Disney Stores Carpeting worldwide on a supply and install basis, but also managed a comprehensive cleaning program for all the stores. We are familiar with the requirements of retail.

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Importance: High

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should be about 100 sf.

The cost of the carpet will be \$26.06 per sy. This cost does not reflect any shipping, handling, tax, or installation. Payment will be net 30 days. All orders are subject to our overrun policy of 0-10%. Delivery is 5 weeks.

In order to make this process work smoothly and at the best cost to The Childrens Place, we have enlisted the help of one of our certified distributors. Their name is RD Weis & Co. and they have an extensive background in both corporate work and retail work. Milliken has a long relationship with them reaching almost 20 years and they bring to the table extensive experience with these type of situations. I would like to set up a meeting with them so that you may meet the owner and his sales manager who will be responsible for your account along with me.

This is the way we see it all taking place:

Childrens Place will furnish Milliken with a blanket contract stating how many stores and the amount of carpet that will be required.

Childrens Place will then give Milliken a specific amount of carpet that they wish to be manufactured. Milliken will then manufacture that amount and when ready ship that amount to a warehouse that has been arranged by RD Weis. Milliken will invoice Childrens Place for the amount of carpet that was manufactured and shipped to the warehouse. You will only be billed for the carpet, the tax, and the freight. The freight should be minimal since it is only going from one part of Georgia to another.

At no cost to The Childrens Place, RD Weis will warehouse the carpet and take care of all of the handling. They will also cut whatever carpet is necessary so that it meets your store requirements, also at no cost to The Childrens Place. Once the Childrens Place knows the carpet that is required for an individual store, they will furnish that information to me. I in turn will forward that information on to RD Weis and they will make sure that the carpet required for that store is ready to be shipped out.

When the inventory hits a certain level (that level agreed upon by both you and I) you will then have the opportunity to place another order to replenish the stock amount so that you are not caught short of carpet. We will then proceed to bill you for the amount of carpet that was manufactured and shipped to the warehouse (along with taxes)

Up to this point, you are working solely with me and you will be getting billed by Milliken only. The freight to each individual store must be handled in one of two ways. Since the freight will be different based on the quickness level in which you require it and the location of the store, you will have two options.

1) Based on our meeting, you stated that you may want to send in your own trucks to pick up the carpet and bring it to your stores. That is perfectly acceptable to us and we can make that work....or

2) RD Weis will ship the carpet out to your location and will furnish you with a bill for the freight only

Andi, we have looked at this extensively and we all pretty much feel that this is the best way to make this work in the most cost effective manner and with the fewest flaws as possible.

Please let me know your thoughts and how you wish to proceed. If agreed, we will then start that process and start working in order to get you a list of installers around the country for your many locations.

I look forward to hearing from you, and once again I want to thank you for your continued interest in Milliken!

3/27/2008

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and we object to and reject any of your additional/different terms and
conditions unless we expressly agree to them in a signed writing.
Thank you.

3/27/2008

2003 Pink And Green Refresh

Date Last Modified 12/26/2007

Projected Information										Actual						
#	Store Number	Name	Address	City	State	Zip	Gross Sq Ft	Project Start	Project End	Original Planned Opening Date	Actual Opening Date	Original Planned Opening Date	Actual Opening Date	Original Planned Opening Date	Actual Opening Date	Original Planned Opening Date
1	6387	Carousel Center	9579 Carousel Center	Syracuse	NY	13290	4068	7-Jan-08	12-Feb-08	394	433			12/19/2007	14-Jan-2008	
2	6547	Jefferson Valley Mall	650 Lee Boulevard	Yorktown Heights	NY	10598	4159	7-Jan-08	12-Feb-08	403	443			12/26/2007	14-Jan-2008	
3	6574	Meriden Square	470 Lewis Avenue	Meriden	CT	06451	4000	7-Jan-08	12-Feb-08	387	426			12/19/2007	14-Jan-2008	
4	6469	Holyoke Mall at Ingleside	50 Holyoke Street	Holyoke	MA	01040	3814	14-Jan-08	17-Feb-08	369	406			12/19/2007	21-Jan-2008	
5	6474	Galleria East Crystal Run	1 N Galleria Drive, Suite 29	Middletown	NY	10941	3618	21-Jan-08	22-Feb-08	350	385			12/19/2007	28-Jan-2008	
6	6557	Spring Hill Mall	1035 Spring Hill Mall	West Dundee	IL	60118	4079	21-Jan-08	22-Feb-08	395	434			12/19/2007	28-Jan-2008	
7	6488	Coolsprings Galleria	1800 Galleria Blvd., Suite 1520	Franklin	TN	37067	3452	28-Jan-08	29-Feb-08	334	368			12/19/2007	4-Feb-2008	
8	6558	Hamilton Mall	150 West Black Horse Pike	Mays Landing	NJ	08330	3723	28-Jan-08	29-Feb-08	381	397			12/19/2007	4-Feb-2008	
9	6573	Square One - Saugus	1277 Broadway	Saugus	MA	01906	5308	6-Feb-08	12-Mar-08	514	565			14-Jan-2008	13-Feb-2008	
10	6595	Boulevard Mall	1223 Niagara Falls Blvd.	Amherst	NY	14226	4790	6-Feb-08	12-Mar-08	464	510			14-Jan-2008	13-Feb-2008	
11	6615	Broadway Mall	460 Broadway Mall	Hicksville	NY	11801	5603	6-Feb-08	12-Mar-08	543	597			14-Jan-2008	13-Feb-2008	
12	6552	Fresno Fashion Fair	687 Shaw Avenue	Fresno	CA	93710	4200	18-Feb-08	24-Mar-08	407	447			14-Jan-2008	25-Feb-2008	
13	6556	Laguna Hills Mall	24155 Laguna Hills Mall	Laguna Hills	CA	92653	5400	18-Feb-08	24-Mar-08	523	575			14-Jan-2008	25-Feb-2008	
14	6568	Valencia Town Center	24201 W. Valencia Blvd., Ste. #2105	Valencia	CA	91355	4359	18-Feb-08	24-Mar-08	422	464			14-Jan-2008	25-Feb-2008	
15	6422	Coronado Center	6600 Menaul Blvd. NE, Space B-10	Albuquerque	NM	87110	3657	18-Feb-08	24-Mar-08	354	390			14-Jan-2008	25-Feb-2008	
16	6320	Chesterfield Mall	249 Chesterfield Mall, Space BU626	Chesterfield	MO	63017	3414	25-Feb-08	31-Mar-08	331	364				3-Mar-2008	
17	6373	Tri-Country Mall	11700 Princeton Pike, Space D-217	Cincinnati	OH	45246	3688	25-Feb-08	31-Mar-08	355	391				3-Mar-2008	
18	6390	Belden Village Mall	4343 Belden Village Mall	Canton	OH	44718	3916	25-Feb-08	31-Mar-08	379	417				3-Mar-2008	
19	6414	Franklin Park	5001 Monroe Street, Ste. 330	Toledo	OH	43623-3636	3739	25-Feb-08	31-Mar-08	362	398				3-Mar-2008	
20	6457	Glenbrook Square	4210 Coldwater Road	Fort Wayne	IN	46805	3549	25-Feb-08	31-Mar-08	344	378				3-Mar-2008	
21	6509	Towne East Square	7700 East Kellogg, Suite 839	Wichita	KS	67207	4387	25-Feb-08	31-Mar-08	425	467				3-Mar-2008	
22	6523	St. Charles Town Center	11110 Mall Circle, Suite 1018	Waldorf	MD	20603	3856	25-Feb-08	31-Mar-08	373	411				3-Mar-2008	
23	6539	Southridge Mall	5300 South 76th Street	Greendale	WI	53129	3525	25-Feb-08	31-Mar-08	341	375				3-Mar-2008	
24	6662	St. Vital Centre	8-1225 St. Mary's Road	Winnipeg, Manitoba	CN	R2M 5E5	3979	25-Feb-08	31-Mar-08	385	424				3-Mar-2008	
25	6376	Westminster Mall	5523 W. 86th Avenue, Space #8	Westminster	CO	80030	4530	17-Mar-08	21-Apr-08	439	483				24-Mar-2008	
26	6404	Lynnhaven Mall	701 Lynnhaven Parkway	Virginia Beach	VA	23452	3078	17-Mar-08	21-Apr-08	298	328				24-Mar-2008	
27	6417	Tucson Mall	4500 N. Oracle Road, Space #359	Tucson	AZ	85705	3766	17-Mar-08	21-Apr-08	365	401				24-Mar-2008	
28	6604	Virginia Center Commons	10101 Brook Rd., Space #410	Glen Allen	VA	23060	5743	17-Mar-08	21-Apr-08	558	612				24-Mar-2008	
29	6609	Chesapeake Square	4200 Portsmouth Blvd., Space #134	Chesapeake	VA	23321	5220	17-Mar-08	21-Apr-08	505	556				24-Mar-2008	
30	6606	South Shore Mall	1701 Sunrise Highway	Bay Shore	NY	11706	5071	17-Mar-08	21-Apr-08	491	540				24-Mar-2008	
31	6483	Santa Rosa Plaza	1023 Santa Rosa Plaza	Santa Rosa	CA	95401	3996	7-Apr-08	9-May-08	387	426				14-Apr-2008	
32	6527	Northridge Mall	720 Northridge Mall	Salinas	CA	93906	4200	7-Apr-08	9-May-08	407	447				14-Apr-2008	
33	6667	Solano Mall	1350 Travis Blvd., Ste. #1455A	Fairfield	CA	94533	4311	7-Apr-08	9-May-08	417	469				14-Apr-2008	
34	6579	Capitol Mall	1855 41st Ave., Space G-7	Capitola	CA	95010	4788	7-Apr-08	9-May-08	464	510				14-Apr-2008	
35	6381	Fiesta Mall	1445 W. Southern Ave., Suite 1046	Mesa	AZ	85202	3878	14-Apr-08	16-May-08	376	413				21-Apr-2008	
36	6616	University Park	6501 Grape Road, Space 130	Mishawaka	IN	46545	5111	14-Apr-08	16-May-08	495	544				21-Apr-2008	
37	6626	Lakeline Mall	11200 Lakeside Blvd., Space F-9	Austin	TX	78613	5635	14-Apr-08	16-May-08	546	600				21-Apr-2008	
38	6440	Four Seasons Town Center	216 Four Seasons Town Cir	Greensboro	NC	27407	3438	21-Apr-08	23-May-08	333	368				28-Apr-2008	
39	6581	Edison Mall	4125 Cleveland Ave., Space #54	Fort Myers	FL	33901	4362	21-Apr-08	23-May-08	424	467				28-Apr-2008	
40	6602	Coastland Center	1714 Tamiami Trail N	Naples	FL	34102	4979	21-Apr-08	23-May-08	482	530				28-Apr-2008	
41	6594	Countryside Mall	27001 US Highway 19 N, Ste. 2022 / 2023	Clearwater	FL	33761	5002	21-Apr-08	23-May-08	464	513				28-Apr-2008	
42	6367	Warwick Mall	400 Bald Hill Road	Warwick	RI	02886-1617	4876	28-Apr-08	31-May-08	472	518				5-May-2008	
43	6496	Silver City Galleria	2 Galleria Mall Drive	Taunton	MA	02780	3612	28-Apr-08	31-May-08	350	385				5-May-2008	
44	6537	Poughkeepsie Galleria	2001 South Road, Suite A123	Poughkeepsie	NY	12601	4488	28-Apr-08	31-May-08	435	478				5-May-2008	

					Installation									
					Installer: Randall D. Weis									
#	Store Number	Name			Installation Unit Cost Per Sq Yard	Installation of tufted carpet/attached cushion/ pattern match-Straight Time	Installation of tufted carpet/attached cushion/ pattern match OT	Installation of tufted carpet/attached cushion/no pattern match straight time	Installation of tufted carpet/attached cushion/no pattern match OT	Premium Carpet Adhesive	demo existing direct glue carpet	Off Site Disposal	Furnish and Install 4" cove base	Total Cost per Store
1	6387	Carousel Center		2,993 3-Dec-2007	\$11.65	\$4,589	\$4,589	\$4,589	\$4,589	\$295	\$748	\$857	\$540.00	\$7,040
2	6547	Jefferson Valley Mall			\$11.65	\$4,692	\$4,692	\$4,692	\$4,692	\$302	\$765	\$886	\$540.00	\$7,185
3	6574	Meriden Square			\$10.65	\$4,125	\$4,125	\$4,125	\$4,125	\$291	\$736	\$852	\$540.00	\$6,544
4	6469	Holyoke Mall at Ingleside			\$10.65	\$3,933	\$3,933	\$3,933	\$3,933	\$277	\$702	\$813	\$540.00	\$6,264
5	6474	Galleria at Crystal Run			\$11.65	\$4,081	\$4,081	\$4,081	\$4,081	\$263	\$666	\$771	\$540.00	\$6,321
6	6557	Spring-Hill Mall			\$10.65	\$4,207	\$4,207	\$4,207	\$4,207	\$296	\$750	\$869	\$540.00	\$6,662
7	6488	Cool springs Galleria			\$10.65	\$3,560	\$3,560	\$3,560	\$3,560	\$251	\$635	\$735	\$540.00	\$5,721
8	6558	Hamilton Mall			\$10.65	\$3,839	\$3,839	\$3,839	\$3,839	\$270	\$665	\$793	\$540.00	\$6,128
9	6573	Square One - Saugus		3,226 24-Dec-2007	\$10.65	\$5,474	\$5,474	\$5,474	\$5,474	\$385	\$977	\$1,131	\$540.00	\$8,507
10	6595	Boulevard Mall			\$11.65	\$5,404	\$5,404	\$5,404	\$5,404	\$348	\$861	\$1,020	\$540.00	\$8,193
11	6615	Broadway Mall			\$11.65	\$6,321	\$6,321	\$6,321	\$6,321	\$407	\$1,031	\$1,194	\$540.00	\$9,492
12	6552	Fresno Fashion Fair			\$11.65	\$4,738	\$4,738	\$4,738	\$4,738	\$305	\$773	\$895	\$540.00	\$7,251
13	6556	Laguna Hills Mall			\$11.65	\$6,092	\$6,092	\$6,092	\$6,092	\$392	\$994	\$1,150	\$540.00	\$9,188
14	6568	Valencia Town Center			\$11.65	\$4,917	\$4,917	\$4,917	\$4,917	\$317	\$802	\$929	\$540.00	\$7,505
15	6422	Coronado Center			\$10.65	\$3,771	\$3,771	\$3,771	\$3,771	\$266	\$673	\$779	\$540.00	\$6,029
16	6320	Chesterfield Mall			\$10.65	\$3,521	\$3,521	\$3,521	\$3,521	\$248	\$628	\$727	\$540.00	\$5,664
17	6373	Tri-County Mall		3,296 21-Jan-2008	\$10.65	\$3,783	\$3,783	\$3,783	\$3,783	\$266	\$675	\$781	\$540.00	\$6,045
18	6390	Belden Village Mall			\$10.65	\$4,038	\$4,038	\$4,038	\$4,038	\$284	\$720	\$834	\$540.00	\$6,418
19	6414	Franklin Park			\$10.65	\$3,856	\$3,856	\$3,856	\$3,856	\$272	\$688	\$797	\$540.00	\$6,152
20	6457	Glenbrook Square			\$10.65	\$3,660	\$3,660	\$3,660	\$3,660	\$258	\$653	\$756	\$540.00	\$5,867
21	6509	Towne East Square			\$10.65	\$4,524	\$4,524	\$4,524	\$4,524	\$319	\$807	\$935	\$540.00	\$7,125
22	6523	St. Charles Town Center			\$10.65	\$3,977	\$3,977	\$3,977	\$3,977	\$280	\$709	\$821	\$540.00	\$6,328
23	6539	Southridge Mall			\$10.65	\$3,635	\$3,635	\$3,635	\$3,635	\$256	\$649	\$751	\$540.00	\$5,831
24	6682	St. Vital Centre			\$10.65	\$4,103	\$4,103	\$4,103	\$4,103	\$289	\$732	\$848	\$540.00	\$6,512
25	6376	Westminster Mall		2,654 11-Feb-2008	\$10.65	\$4,672	\$4,672	\$4,672	\$4,672	\$329	\$833	\$965	\$540.00	\$7,339
26	6404	Lynnhaven Mall			\$10.65	\$3,174	\$3,174	\$3,174	\$3,174	\$224	\$566	\$656	\$540.00	\$5,160
27	6417	Tucson Mall			\$10.65	\$3,884	\$3,884	\$3,884	\$3,884	\$274	\$693	\$802	\$540.00	\$6,192
28	6504	Virginia Center Commons			\$10.65	\$5,923	\$5,923	\$5,923	\$5,923	\$417	\$1,057	\$1,223	\$540.00	\$9,160
29	6609	Chesapeake Square			\$10.65	\$5,383	\$5,383	\$5,383	\$5,383	\$379	\$960	\$1,112	\$540.00	\$8,375
30	6606	South Shore Mall			\$11.65	\$5,721	\$5,721	\$5,721	\$5,721	\$388	\$933	\$1,080	\$540.00	\$8,642
31	6483	Santa Rosa Plaza			\$11.65	\$4,508	\$4,508	\$4,508	\$4,508	\$290	\$735	\$851	\$540.00	\$6,925
32	6527	Northridge Mall			\$11.65	\$4,738	\$4,738	\$4,738	\$4,738	\$305	\$773	\$895	\$540.00	\$7,251
33	6567	Solano Mall		3,091 3-Mar-2008	\$11.65	\$4,863	\$4,863	\$4,863	\$4,863	\$313	\$793	\$918	\$540.00	\$7,428
34	6579	Capitol Mall			\$11.65	\$5,401	\$5,401	\$5,401	\$5,401	\$348	\$881	\$1,020	\$540.00	\$8,190
35	6381	Fiesta Mall			\$10.65	\$3,999	\$3,999	\$3,999	\$3,999	\$282	\$713	\$826	\$540.00	\$6,361
36	6616	University Park			\$10.65	\$5,271	\$5,271	\$5,271	\$5,271	\$371	\$940	\$1,089	\$540.00	\$8,211
37	6626	Lakeview Mall			\$10.65	\$5,811	\$5,811	\$5,811	\$5,811	\$409	\$1,037	\$1,200	\$540.00	\$8,998
38	6440	Four Seasons Town Center			\$10.65	\$3,546	\$3,546	\$3,546	\$3,546	\$250	\$633	\$732	\$540.00	\$5,700
39	6581	Edison Mall			\$10.65	\$4,519	\$4,519	\$4,519	\$4,519	\$318	\$806	\$934	\$540.00	\$7,117
40	6602	Coastland Center			2,990 17-Mar-2008	\$10.65	\$5,135	\$5,135	\$5,135	\$5,135	\$362	\$916	\$1,061	\$540.00
41	6594	Countryside Mall		\$10.65		\$5,158	\$5,158	\$5,158	\$5,158	\$363	\$920	\$1,066	\$540.00	\$8,048
42	6367	Warwick Mall		\$10.65		\$5,028	\$5,028	\$5,028	\$5,028	\$354	\$897	\$1,039	\$540.00	\$7,858
43	6496	Silver City Galleria		\$10.65		\$3,725	\$3,725	\$3,725	\$3,725	\$262	\$665	\$769	\$540.00	\$5,961
44	6537	Poughkeepsie Galleria			\$11.65	\$5,063	\$5,063	\$5,063	\$5,063	\$326	\$826	\$956	\$540.00	\$7,711

Total	\$438,838
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 conditions unless we expressly agree to them in a signed writing.
 Thank you.

3/27/2008

Date Last Modified 12/26/2007

Projected Information										Pattern						
#	Store Number	Name	Address	City	State	Zip	Gross Sq Ft	Project Start	Project End	Original Start Date	Original End Date	Current Start Date	Current End Date	Original Start Date	Original End Date	Current Start Date
1	6387	Carousel Center	9579 Carousel Center	Syracuse	NY	13290	4068	7-Jan-08	12-Feb-08	394	433			12/19/2007	14-Jan-2008	
2	6547	Jefferson Valley Mall	650 Lee Boulevard	Yorktown Heights	NY	10598	4159	7-Jan-08	12-Feb-08	403	443			12/26/2007	14-Jan-2008	
3	6574	Meriden Square	470 Lewis Avenue	Meriden	CT	06451	4000	7-Jan-08	12-Feb-08	357	426			12/19/2007	14-Jan-2008	
4	6469	Holyoke Mall at Ingleside	50 Holyoke Street	Holyoke	MA	01040	3814	14-Jan-08	17-Feb-08	369	406			12/19/2007	21-Jan-2008	
5	6474	Galleria at Crystal Run	1 N Galleria Drive, Suite 29	Middletown	NY	10941	3618	21-Jan-08	22-Feb-08	350	385			12/19/2007	28-Jan-2008	
6	6557	Spring Hill Mall	1036 Spring Hill Mall	West Dundee	IL	60118	4079	21-Jan-08	22-Feb-08	395	434			12/19/2007	28-Jan-2008	
7	6488	Coolspings Galleria	1800 Galleria Blvd., Suite 1520	Franklin	TN	37067	3452	28-Jan-08	29-Feb-08	334	368			12/19/2007	4-Feb-2008	
8	6558	Hamilton Mall	150 West Black Horse Pike	Mays Landing	NJ	08330	3723	28-Jan-08	29-Feb-08	361	397			12/19/2007	4-Feb-2008	
9	6573	Square One - Saugus	1277 Broadway	Saugus	MA	01905	5308	6-Feb-08	12-Mar-08	514	565			14-Jan-2008	13-Feb-2008	
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11	6615	Broadway Mall	460 Broadway Mall	Hicksville	NY	11801	5603	6-Feb-08	12-Mar-08	543	597			14-Jan-2008	13-Feb-2008	
12	6552	Fresno Fashion Fair	687 Shaw Avenue	Fresno	CA	93710	4200	18-Feb-08	24-Mar-08	407	447			14-Jan-2008	25-Feb-2008	
13	6556	Laguna Hills Mall	24155 Laguna Hills Mall	Laguna Hills	CA	92653	5400	18-Feb-08	24-Mar-08	523	575			14-Jan-2008	25-Feb-2008	
14	6568	Valencia Town Center	24201 W. Valencia Blvd., Ste. #2105	Valencia	CA	91355	4359	18-Feb-08	24-Mar-08	422	464			14-Jan-2008	25-Feb-2008	
15	6422	Coronado Center	6600 Menaul Blvd. NE, Space B-10	Albuquerque	NM	87110	3657	18-Feb-08	24-Mar-08	354	390			14-Jan-2008	25-Feb-2008	
16	6320	Chesterfield Mall	249 Chesterfield Mall, Space BU628	Chesterfield	MO	63017	3414	25-Feb-08	31-Mar-08	331	364				3-Mar-2008	
17	6373	Tri-County Mall	11700 Princeton Pike, Space D-217	Cincinnati	OH	45246	3688	25-Feb-08	31-Mar-08	355	391				3-Mar-2008	
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21	6509	Towne East Square	7700 East Kellogg, Suite 839	Wichita	KS	67207	4387	25-Feb-08	31-Mar-08	425	467				3-Mar-2008	
22	6523	St. Charles Town Center	11110 Mall Circle, Suite 1018	Waldorf	MD	20603	3856	25-Feb-08	31-Mar-08	373	411				3-Mar-2008	
23	6539	Southridge Mall	5300 South 76th Street	Greendale	WI	53129	3525	25-Feb-08	31-Mar-08	341	375				3-Mar-2008	
24	6662	St. Vital Centre	8-1225 St. Mary's Road	Winnipeg, Manitoba	CN	R2M 5E5	3979	25-Feb-08	31-Mar-08	385	424				3-Mar-2008	
25	6376	Westminster Mall	5523 W. 88th Avenue, Space #8	Westminster	CO	80030	4530	17-Mar-08	21-Apr-08	439	483				24-Mar-2008	
26	6404	Lynnhaven Mall	701 Lynnhaven Parkway	Virginia Beach	VA	23452	3078	17-Mar-08	21-Apr-08	298	328				24-Mar-2008	
27	6417	Tucson Mall	4500 N. Oracle Road, Space #359	Tucson	AZ	85705	3766	17-Mar-08	21-Apr-08	365	401				24-Mar-2008	
28	6604	Virginia Center Commons	10101 Brook Rd., Space #410	Glen Allen	VA	23060	5743	17-Mar-08	21-Apr-08	558	612				24-Mar-2008	
29	6609	Chesapeake Square	4200 Portsmouth Blvd., Space #134	Chesapeake	VA	23321	5220	17-Mar-08	21-Apr-08	505	556				24-Mar-2008	
30	6606	South Shore Mall	1701 Sunrise Highway	Bay Shore	NY	11706	5071	17-Mar-08	21-Apr-08	491	540				24-Mar-2008	
31	6483	Santa Rosa Plaza	1023 Santa Rosa Plaza	Santa Rosa	CA	95401	3996	7-Apr-08	9-May-08	387	426				14-Apr-2008	
32	6527	Northridge Mall	720 Northridge Mall	Salinas	CA	93906	4200	7-Apr-08	9-May-08	407	447				14-Apr-2008	
33	6567	Solano Mall	1350 Travis Blvd., Ste. #1455A	Fairfield	CA	94533	4311	7-Apr-08	9-May-08	417	459				14-Apr-2008	
34	6579	Capitol Mall	1855 41st Ave., Space G-7	Capitola	CA	95010	4788	7-Apr-08	9-May-08	464	510				14-Apr-2008	
35	6381	Fiesta Mall	1445 W. Southern Ave., Suite 1046	Mesa	AZ	85202	3878	14-Apr-08	16-May-08	376	413				21-Apr-2008	
36	6616	University Park	6501 Grape Road, Space 130	Mishawaka	IN	46545	5111	14-Apr-08	16-May-08	495	544				21-Apr-2008	
37	6626	Lakeline Mall	11200 Lakewood Blvd., Space F-9	Austin	TX	78613	5635	14-Apr-08	16-May-08	546	600				21-Apr-2008	
38	6440	Four Seasons Town Center	216 Four Seasons Town Cir	Greensboro	NC	27407	3438	21-Apr-08	23-May-08	333	366				28-Apr-2008	
39	6581	Edison Mall	4125 Cleveland Ave., Space #54	Fort Myers	FL	33901	4382	21-Apr-08	23-May-08	424	467				28-Apr-2008	
40	6602	Coastland Center	1714 Tamiami Trail N	Naples	FL	34102	4979	21-Apr-08	23-May-08	482	530				28-Apr-2008	
41	6594	Countryside Mall	27001 US Highway 19 N, Ste. 2022 / 2023	Clearwater	FL	33761	5002	21-Apr-08	23-May-08	484	533				28-Apr-2008	
42	6367	Warwick Mall	400 Bald Hill Road	Warwick	RI	02866-1617	4876	28-Apr-08	31-May-08	472	518				5-May-2008	
43	6496	Silver City Galleria	2 Galleria Mall Drive	Taunton	MA	02780	3612	28-Apr-08	31-May-08	350	385				5-May-2008	
44	6537	Poughkeepsie Galleria	2001 South Road, Suite A123	Poughkeepsie	NY	12601	4488	28-Apr-08	31-May-08	435	478				5-May-2008	

2008 Pink And Green Refresh

					Installation									
					Installer: Randall D. Wels									
#	Store Number	Name			Installation Unit Cost Per Sq Yard	Installation of tufted carpet/attached cushion/ pattern match-Straight Time	Installation of tufted carpet/attached cushion/ pattern match OT	Installation of tufted carpet/attached cushion/no pattern match straight time	Installation of tufted carpet/attached cushion/no pattern match OT	Premium Carpet Adhesive	demo existing direct glue carpet	Off Site Disposal	Furnish and Install 4" cove base	Total Cost per Store
1	6387	Carousel Center		2,993 3-Dec-2007	\$11.65	\$4,589	\$4,589	\$4,589	\$4,589	\$295	\$748	\$867	\$540.00	\$7,040
2	6547	Jefferson Valley Mall			\$11.65	\$4,692	\$4,692	\$4,692	\$4,692	\$302	\$765	\$886	\$540.00	\$7,185
3	6574	Meriden Square			\$10.65	\$4,125	\$4,125	\$4,125	\$4,125	\$291	\$736	\$852	\$540.00	\$6,544
4	6469	Holyoke Mall at Ingleside			\$10.65	\$3,933	\$3,933	\$3,933	\$3,933	\$277	\$702	\$813	\$540.00	\$6,264
5	6474	Galleria at Crystal Run			\$11.65	\$4,081	\$4,081	\$4,081	\$4,081	\$263	\$666	\$771	\$540.00	\$6,321
6	6557	Springhill Mall			\$10.65	\$4,207	\$4,207	\$4,207	\$4,207	\$296	\$750	\$869	\$540.00	\$6,682
7	6488	Coolsprings Galleria			\$10.65	\$3,560	\$3,560	\$3,560	\$3,560	\$251	\$635	\$735	\$540.00	\$5,721
8	6558	Hamilton Mall			\$10.65	\$3,839	\$3,839	\$3,839	\$3,839	\$270	\$685	\$793	\$540.00	\$6,128
9	6573	Square One - Saugus		3,226 24-Dec-2007	\$10.65	\$5,474	\$5,474	\$5,474	\$5,474	\$385	\$977	\$1,131	\$540.00	\$8,507
10	6595	Boulevard Mall			\$11.65	\$5,404	\$5,404	\$5,404	\$5,404	\$348	\$881	\$1,020	\$540.00	\$8,193
11	6615	Broadway Mall			\$11.65	\$6,321	\$6,321	\$6,321	\$6,321	\$407	\$1,031	\$1,194	\$540.00	\$9,492
12	6552	Fresno Fashion Fair			\$11.65	\$4,738	\$4,738	\$4,738	\$4,738	\$305	\$773	\$895	\$540.00	\$7,251
13	6556	Laguna Hills Mall			\$11.65	\$6,092	\$6,092	\$6,092	\$6,092	\$392	\$994	\$1,150	\$540.00	\$9,168
14	6568	Valencia Town Center			\$11.65	\$4,917	\$4,917	\$4,917	\$4,917	\$317	\$802	\$929	\$540.00	\$7,505
15	6422	Coronado Center			\$10.65	\$3,771	\$3,771	\$3,771	\$3,771	\$266	\$673	\$779	\$540.00	\$6,029
16	6320	Chesterfield Mall			\$10.65	\$3,521	\$3,521	\$3,521	\$3,521	\$248	\$628	\$727	\$540.00	\$5,664
17	6373	Tri-County Mall		3,296 21-Jan-2008	\$10.65	\$3,783	\$3,783	\$3,783	\$3,783	\$266	\$675	\$781	\$540.00	\$6,045
18	6390	Belden Village Mall			\$10.65	\$4,038	\$4,038	\$4,038	\$4,038	\$284	\$720	\$834	\$540.00	\$6,418
19	6414	Franklin Park			\$10.65	\$3,856	\$3,856	\$3,856	\$3,856	\$272	\$688	\$797	\$540.00	\$6,152
20	6457	Glenbrook Square			\$10.65	\$3,660	\$3,660	\$3,660	\$3,660	\$258	\$653	\$756	\$540.00	\$5,867
21	6509	Towne East Square			\$10.65	\$4,524	\$4,524	\$4,524	\$4,524	\$319	\$807	\$935	\$540.00	\$7,125
22	6523	St. Charles Town Center			\$10.65	\$3,977	\$3,977	\$3,977	\$3,977	\$280	\$709	\$821	\$540.00	\$6,328
23	6539	Southridge Mall			\$10.65	\$3,635	\$3,635	\$3,635	\$3,635	\$256	\$649	\$751	\$540.00	\$5,831
24	6662	St. Vial Centre			\$10.65	\$4,103	\$4,103	\$4,103	\$4,103	\$289	\$732	\$848	\$540.00	\$6,512
25	6376	Westminster Mall		2,654 11-Feb-2008	\$10.65	\$4,672	\$4,672	\$4,672	\$4,672	\$329	\$833	\$965	\$540.00	\$7,339
26	6404	Lynnhaven Mall			\$10.65	\$3,174	\$3,174	\$3,174	\$3,174	\$224	\$566	\$656	\$540.00	\$5,160
27	6417	Tucson Mall			\$10.65	\$3,884	\$3,884	\$3,884	\$3,884	\$274	\$693	\$802	\$540.00	\$6,192
28	6604	Virginia Center Commons			\$10.65	\$5,923	\$5,923	\$5,923	\$5,923	\$417	\$1,057	\$1,223	\$540.00	\$9,160
29	6609	Chesapeake Square			\$10.65	\$5,383	\$5,383	\$5,383	\$5,383	\$379	\$960	\$1,112	\$540.00	\$8,375
30	6606	South Shore Mall			\$11.65	\$5,721	\$5,721	\$5,721	\$5,721	\$368	\$933	\$1,080	\$540.00	\$8,642
31	6483	Santa Rosa Plaza			\$11.65	\$4,508	\$4,508	\$4,508	\$4,508	\$290	\$735	\$851	\$540.00	\$6,925
32	6527	Northridge Mall			\$11.65	\$4,738	\$4,738	\$4,738	\$4,738	\$305	\$773	\$895	\$540.00	\$7,251
33	6567	Solano Mall		3,091 3-Mar-2008	\$11.65	\$4,863	\$4,863	\$4,863	\$4,863	\$313	\$793	\$918	\$540.00	\$7,428
34	6579	Capitol Mall			\$11.65	\$5,401	\$5,401	\$5,401	\$5,401	\$348	\$881	\$1,020	\$540.00	\$8,190
35	6381	Fiesta Mall			\$10.65	\$3,999	\$3,999	\$3,999	\$3,999	\$282	\$713	\$826	\$540.00	\$6,361
36	6616	University Park			\$10.65	\$5,271	\$5,271	\$5,271	\$5,271	\$371	\$940	\$1,089	\$540.00	\$8,211
37	6626	Lakevine Mall			\$10.65	\$5,811	\$5,811	\$5,811	\$5,811	\$409	\$1,037	\$1,200	\$540.00	\$8,998
38	6440	Four Seasons Town Center			\$10.65	\$3,546	\$3,546	\$3,546	\$3,546	\$250	\$633	\$732	\$540.00	\$5,700
39	6581	Edison Mall			\$10.65	\$4,519	\$4,519	\$4,519	\$4,519	\$318	\$806	\$934	\$540.00	\$7,117
40	6602	Coastland Center		2,980 17-Mar-2008	\$10.65	\$5,135	\$5,135	\$5,135	\$5,135	\$362	\$916	\$1,061	\$540.00	\$8,013
41	6594	Countryside Mall			\$10.65	\$5,158	\$5,158	\$5,158	\$5,158	\$363	\$920	\$1,066	\$540.00	\$8,048
42	6367	Warwick Mall			\$10.65	\$5,028	\$5,028	\$5,028	\$5,028	\$354	\$897	\$1,039	\$540.00	\$7,858
43	6496	Silver City Galleria			\$10.65	\$3,725	\$3,725	\$3,725	\$3,725	\$262	\$655	\$769	\$540.00	\$5,961
44	6537	Poughkeepsie Galleria			\$11.65	\$5,063	\$5,063	\$5,063	\$5,063	\$326	\$826	\$956	\$540.00	\$7,711

Total	\$438,838
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Pink Air, Green Refresh

Date Last Modified 12/3/2007

Projected Information										Supplier	Miniker Cart
#	Store Number	Name	Address	City	State	Zip	Gross Sq Ft	Project Start	Project End	Projected Gross Sq Ft	Projected Gross Sq Ft - Miniker Inventory
1	6387	Carousel Center	9679 Carousel Center	Syracuse	NY	13290	4068	7-Jan-08	12-Feb-08	394	433
2	6547	Jefferson Valley Mall	650 Lee Boulevard	Yorktown Heights	NY	10598	4159	7-Jan-08	12-Feb-08	403	443
3	6574	Meriden Square	470 Lewis Avenue	Meriden	CT	06451	4000	7-Jan-08	12-Feb-08	387	426
4	6469	Holyoke Mall at Ingleside	50 Holyoke Street	Holyoke	MA	01040	3814	14-Jan-08	17-Feb-08	369	406
5	6474	Galleria at Crystal Run	1 N Galleria Drive, Suite 29	Middletown	NY	10941	3618	21-Jan-08	22-Feb-08	350	385
6	6557	SpringHill Mall	1036 Spring Hill Mall	West Dundee	IL	60118	4079	21-Jan-08	22-Feb-08	395	434
7	6488	Coolsprings Galleria	1800 Galleria Blvd., Suite 1520	Franklin	TN	37067	3452	28-Jan-08	29-Feb-08	334	368
8	6558	Hamilton Mall	150 West Black Horse Pike	Mays Landing	NJ	08330	3723	28-Jan-08	29-Feb-08	361	397
9	6573	Square One - Saugus	1277 Broadway	Saugus	MA	01906	5308	6-Feb-08	12-Mar-08	514	565
10	6595	Boulevard Mall	1223 Niagara Falls Blvd.	Amherst	NY	14226	4790	6-Feb-08	12-Mar-08	464	510
11	6615	Broadway Mall	460 Broadway Mall	Hicksville	NY	11801	5603	6-Feb-08	12-Mar-08	543	597
12	6552	Fresno Fashion Fair	687 Shaw Avenue	Fresno	CA	93710	4200	18-Feb-08	24-Mar-08	407	447
13	6556	Laguna Hills Mall	24155 Laguna Hills Mall	Laguna Hills	CA	92653	5400	18-Feb-08	24-Mar-08	523	575
14	6568	Valencia Town Center	24201 W. Valencia Blvd., Ste. #2105	Valencia	CA	91355	4359	18-Feb-08	24-Mar-08	422	464
15	6422	Coronado Center	6600 Menaul Blvd. NE, Space B-10	Albuquerque	NM	87110	3657	18-Feb-08	24-Mar-08	354	390
16	6320	Chesterfield Mall	249 Chesterfield Mall, Space BU628	Chesterfield	MO	63017	3414	25-Feb-08	31-Mar-08	331	364
17	6373	Tri-County Mall	11700 Princeton Pike, Space D-217	Cincinnati	OH	45246	3668	25-Feb-08	31-Mar-08	355	391
18	6390	Belden Village Mall	4343 Belden Village Mall	Canton	OH	44718	3916	25-Feb-08	31-Mar-08	379	417
19	6414	Franklin Park	5001 Monroe Street, Ste. 330	Toledo	OH	43623-3636	3739	25-Feb-08	31-Mar-08	362	398
20	6457	Glenbrook Square	4210 Coldwater Road	Fort Wayne	IN	46805	3549	25-Feb-08	31-Mar-08	344	378
21	6509	Towne East Square	7700 East Kellogg, Suite 839	Wichita	KS	67207	4387	25-Feb-08	31-Mar-08	425	467
22	6523	St. Charles Town Center	11110 Mall Circle, Suite 1018	Waldorf	MD	20603	3856	25-Feb-08	31-Mar-08	373	411
23	6539	Southridge Mall	5300 South 76th Street	Greendale	WI	53129	3525	25-Feb-08	31-Mar-08	341	375
24	6662	St. Vital Centre	8-1225 St. Mary's Road	Winnipeg, Manitoba	CN	R2M 5E5	3979	25-Feb-08	31-Mar-08	385	424
25	6376	Westminster Mall	5523 W. 88th Avenue, Space #8	Westminster	CO	80030	4530	17-Mar-08	21-Apr-08	439	483
26	6404	Lynnhaven Mall	701 Lynnhaven Parkway	Virginia Beach	VA	23452	3078	17-Mar-08	21-Apr-08	298	328
27	6417	Tucson Mall	4500 N. Oracle Road, Space #359	Tucson	AZ	85705	3766	17-Mar-08	21-Apr-08	365	401
28	6604	Virginia Center Commons	10101 Brook Rd., Space #410	Glen Allen	VA	23060	5743	17-Mar-08	21-Apr-08	556	612
29	6609	Chesapeake Square	4200 Portsmouth Blvd., Space #134	Chesapeake	VA	23321	5220	17-Mar-08	21-Apr-08	505	556

30	6608	South Shore Mall	1701 Sunrise Highway	Bay Shore	NY	11706	5071	17-Mar-08	21-Apr-08	491	540
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			Damper				
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#	Store Number	Name	Carpet Revised Start	Carpet Ordered Start	Expected Production Date & Ready to Ship Date	Projected Carpet Store Date	6 Week Leadtime to Date of Production Start
1	6387	Carousel Center			19-Dec-2007	14-Jan-2008	2,993 3-Dec-2007
2	6547	Jefferson Valley Mall			26-Dec-2007	14-Jan-2008	
3	6574	Meriden Square			19-Dec-2007	14-Jan-2008	
4	6469	Holyoke Mall at Ingleside			19-Dec-2007	21-Jan-2008	
5	6474	Galleria at Crystal Run			19-Dec-2007	28-Jan-2008	
6	6557	SpringHill Mall			19-Dec-2007	28-Jan-2008	
7	6488	Coolsprings Galleria			19-Dec-2007	4-Feb-2008	
8	6558	Hamilton Mall			19-Dec-2007	4-Feb-2008	
9	6573	Square One - Saugus				13-Feb-2008	3,226 24-Dec-2007
10	6595	Boulevard Mall				13-Feb-2008	
11	6615	Broadway Mall				13-Feb-2008	
12	6552	Fresno Fashion Fair				25-Feb-2008	
13	6556	Laguna Hills Mall				25-Feb-2008	
14	6568	Valencia Town Center				25-Feb-2008	
15	6422	Coronado Center				25-Feb-2008	
16	6320	Chesterfield Mall				3-Mar-2008	
17	6373	Tri-County Mall				3-Mar-2008	3,296 21-Jan-2008
18	6390	Belden Village Mall				3-Mar-2008	
19	6414	Franklin Park				3-Mar-2008	
20	6457	Glenbrook Square				3-Mar-2008	
21	6509	Towne East Square				3-Mar-2008	
22	6523	St. Charles Town Center				3-Mar-2008	
23	6539	Southridge Mall				3-Mar-2008	
24	6662	St. Vital Centre				3-Mar-2008	
25	6376	Westminster Mall				24-Mar-2008	2,654 11-Feb-2008
26	6404	Lynnhaven Mall				24-Mar-2008	
27	6417	Tucson Mall				24-Mar-2008	
28	6604	Virginia Center Commons				24-Mar-2008	
29	6609	Chesapeake Square				24-Mar-2008	

Projected Information

Projected Information										Carroll - Milken - Carrol					
#	Store Number	Name	Address	City	State	Zip	Gross Sq Ft	Project Start	Project End	Projected Gross Sq Ft	Projected Gross Sq Ft	Projected Gross Sq Ft	Projected Gross Sq Ft	Projected Gross Sq Ft	Projected Gross Sq Ft
1	6387	Carousel Center	9679 Carousel Center	Syracuse	NY	13290	4068	7-Jan-08	12-Feb-08	3376	3714	413			39,461
2	6547	Jefferson Valley Mall	650 Lee Boulevard	Yorktown Heights	NY	10598	4159	7-Jan-08	12-Feb-08	3452	3797	422			39,461
3	6574	Meriden Square	470 Lewis Avenue	Meriden	CT	06451	4000	7-Jan-08	12-Feb-08	3320	3652	406			39,461
4	6469	Holyoke Mall at Ingleside	50 Holyoke Street	Holyoke	MA	01040	3814	14-Jan-08	17-Feb-08	3166	3482	387			39,468
5	6474	Galleria at Crystal Run	1 N Galleria Drive, Suite 29	Middletown	NY	10941	3618	21-Jan-08	22-Feb-08	3003	3303	367			39,475
6	6557	SpringHill Mall	1036 Spring Hill Mall	West Dundee	IL	60118	4079	21-Jan-08	22-Feb-08	3366	3724	414			39,475
7	6488	Codsprings Galleria	1800 Galleria Blvd., Suite 1520	Franklin	TN	37067	3452	28-Jan-08	29-Feb-08	2865	3152	350			39,482
8	6558	Hamilton Mall	150 West Black Horse Pike	Mays Landing	NJ	08330	3723	28-Jan-08	29-Feb-08	3090	3399	378			39,482
9	6573	Square One - Saugus	1277 Broadway	Saugus	MA	01906	5308	6-Feb-08	12-Mar-08	4406	4846	538			39,491
10	6595	Boulevard Mall	1223 Niagara Falls Blvd.	Amherst	NY	14226	4790	6-Feb-08	12-Mar-08	3976	4373	486			39,491
11	6615	Broadway Mall	460 Broadway Mall	Hicksville	NY	11801	5603	6-Feb-08	12-Mar-08	4650	5116	568			39,491
12	6552	Fresno Fashion Fair	687 Shaw Avenue	Fresno	CA	93710	4200	18-Feb-08	24-Mar-08	3486	3835	426			39,503
13	6556	Laguna Hills Mall	24155 Laguna Hills Mall	Laguna Hills	CA	92653	5400	18-Feb-08	24-Mar-08	4482	4930	548			39,503
14	6568	Valencia Town Center	24201 W. Valencia Blvd., Ste. #2105	Valencia	CA	91355	4359	18-Feb-08	24-Mar-08	3618	3980	442			39,503

15	6422	Colorado Center	2000 West 1st Ave., Suite 100	Montreal, Quebec	QC	3371	3371	25-Feb-08	31-Mar-08	2834	3117	346		39,510
16	6320	Chesterfield Mall	249 Chesterfield Mall, Space BU628	Chesterfield	MO	63017	3414	25-Feb-08	31-Mar-08	2834	3117	346		39,510
17	6373	Tri-County Mall	11700 Princeton Pike, Space D-217	Cincinnati	OH	45246	3668	25-Feb-08	31-Mar-08	3044	3349	372		39,510
18	6390	Belden Village Mall	4343 Belden Village Mall	Canton	OH	44718	3916	25-Feb-08	31-Mar-08	3250	3575	397		39,510
19	6414	Franklin Park	5001 Monroe Street, Ste. 330	Toledo	OH	43623-3636	3739	25-Feb-08	31-Mar-08	3103	3414	379		39,510
20	6457	Glenbrook Square	4210 Coldwater Road	Fort Wayne	IN	46805	3549	25-Feb-08	31-Mar-08	2946	3240	360		39,510
21	6509	Towne East Square	7700 East Kellogg, Suite 839	Wichita	KS	67207	4387	25-Feb-08	31-Mar-08	3641	4005	445		39,510
22	6523	St. Charles Town Center	11110 Mall Circle, Suite 1018	Waldorf	MD	20603	3856	25-Feb-08	31-Mar-08	3200	3521	391		39,510
23	6539	Southridge Mall	5300 South 76th Street	Greendale	WI	53129	3525	25-Feb-08	31-Mar-08	2926	3218	358		39,510
24	6662	St. Vital Centre	8-1225 St. Mary's Road	Winnipeg, Manitoba	CN	R2M 5E5	3979	25-Feb-08	31-Mar-08	3303	3633	404		39,510
25	6376	Westminster Mall	5523 W. 86th Avenue, Space #8	Westminster	CO	80030	4530	17-Mar-08	21-Apr-08	3760	4136	460		39,531
26	6404	Lynnhaven Mall	701 Lynnhaven Parkway	Virginia Beach	VA	23452	3078	17-Mar-08	21-Apr-08	2655	2810	312		39,531
27	6417	Tucson Mall	4500 N. Oracle Road, Space #359	Tucson	AZ	85705	3766	17-Mar-08	21-Apr-08	3126	3438	382		39,531
28	6604	Virginia Center Commons	10101 Brook Rd., Space #410	Glen Allen	VA	23060	5743	17-Mar-08	21-Apr-08	4767	5243	583		39,531
29	6609	Chesapeake Square	4200 Portsmouth Blvd., Space #134	Chesapeake	VA	23321	5220	17-Mar-08	21-Apr-08	4333	4766	530		39,531
30	6606	South Shore Mall	1701 Sunrise Highway	Bay Shore	NY	11706	5071	17-Mar-08	21-Apr-08	4209	4630	514		39,531
31	6483	Santa Rosa Plaza	1023 Santa Rosa Plaza	Santa Rosa	CA	95401	3996	7-Apr-08	9-May-08	3317	3648	405		39,552
32	6527	Northridge Mall	720 Northridge Mall	Salinas	CA	93906	4200	7-Apr-08	9-May-08	3486	3835	426		39,552
33	6567	Solano Mall	1350 Travis Blvd., Ste. #1455A	Fairfield	CA	94533	4311	7-Apr-08	9-May-08	3578	3936	437		39,552
34	6579	Capitola Mall	1855 41st Ave., Space G-7	Capitola	CA	95010	4788	7-Apr-08	9-May-08	3874	4371	486		39,552
35	6381	Fiesta Mall	1445 W. Southern Ave., Suite 1048	Mesa	AZ	85202	3878	14-Apr-08	16-May-08	3219	3541	393		39,559
36	6616	University Park	6501 Grape Road, Space 130	Mishawaka	IN	46545	5111	14-Apr-08	16-May-08	4242	4666	518		39,559
37	6626	Lakeline Mall	11200 Lakewood Blvd., Space F-9	Austin	TX	78613	5635	14-Apr-08	16-May-08	4677	5145	572		39,559
38	6440	Four Seasons Town Center	216 Four Seasons Town Ctr	Greensboro	NC	27407	3438	21-Apr-08	23-May-08	2854	3199	349		39,566
39	6581	Edison Mall	4125 Cleveland Ave., Space #54	Fort Myers	FL	33901	4382	21-Apr-08	23-May-08	3637	4001	445		39,566
40	6602	Coastland Center	1714 Tamiami Trail N	Naples	FL	34102	4979	21-Apr-08	23-May-08	4133	4546	505		39,566
41	6594	Countryside Mall	27001 US Highway 19 N, Ste. 2022 / 2023	Clearwater	FL	33761	5002	21-Apr-08	23-May-08	4152	4567	507		39,566
42	6367	Warwick Mall	400 Bald Hill Road	Warwick	RI	02886-1617	4876	28-Apr-08	31-May-08	4047	4452	495		39,573
43	6496	Silver City Galleria	2 Galleria Mall Drive	Taunton	MA	02780-	3612	28-Apr-08	31-May-08	2998	3286	366		39,573
44	6537	Poughkeepsie Galleria	2001 South Road, Suite A123	Poughkeepsie	NY	12601	4488	28-Apr-08	31-May-08	3725	4098	456		39,573
45	6470	Town East Mall	1020 Town East Mall	Mesquite	TX	75150	3780	5-May-08	9-Jun-08	3137	3451	383		39,580
46	6478	Meadowood Mall	5280 Meadowood Circle	Reno	NV	89502	3820	5-May-08	9-Jun-08	3171	3486	388		39,580
47	6540	West Oaks Mall	1000 West Oaks Mall, Suite #144	Houston	TX	77082	4908	5-May-08	9-Jun-08	4074	4481	498		39,580
48	6550	South Plains Mall	6002 Slide Road	Lubbock	TX	79414	4520	5-May-08	9-Jun-08	3752	4127	459		39,580
49	6553	Valley View Center	2040 Valley View Center, Space #2268	Dallas	TX	75240	4120	5-May-08	9-Jun-08	3420	3762	418		39,580
50	6633	Lloyd Center	1046 Lloyd Center	Portland	OR	97232	5300	5-May-08	9-Jun-08	4399	4839	538		39,580
51	6663	Kingsway Garden Mall	Princess Elizabeth Ave., #508-612	Edmonton, Alberta	CN	T5G 3B6	4409	5-May-08	9-Jun-08	3659	4026	447		39,580
52	6366	The Pavilions at Buckland	194 Buckland Hills Drive, Suite #2148	Manchester	CT	06040-	3500	12-May-08	13-Jun-08	2905	3196	355		39,587
53	6318	The Pheasant Lane Mall	310 Daniel Webster Hwy, Space S-207	Nashua	NH	03060-	4098	12-May-08	13-Jun-08	3401	3741	416		39,587
54	6618	Greece Ridge Center	256 Greece Ridge Center D, Space H18	Rochester	NY	14626	5079	12-May-08	13-Jun-08	4216	4637	515		39,587
55	6487	Tyrone Square	6901 22nd Avenue North	St. Petersburg	FL	33710	3790	19-May-08	19-Jun-08	3146	3460	384		39,594
56	6518	University Mall	2209 University Square Mall	Tampa	FL	33612	4000	19-May-08	19-Jun-08	3320	3652	406		39,594
57	6577	Brandon Town Center	550 Brandon Town Center	Brandon	FL	33511	3821	19-May-08	19-Jun-08	3171	3489	388		39,594
58	6589	Bel Air Mall	3220 Bel Air Mall, Space B-8-B	Mobil	AL	36606	5452	19-May-08	19-Jun-08	4525	4978	553		39,594
59	6613	Lakeland Square	3800 U.S. Hwy, 98 North, Space 232 & 240	Lakeland	FL	33809	5426	19-May-08	19-Jun-08	4504	4954	550		39,594

10-11 33,726 25,805

EXHIBIT B

Randall Weis

From: apirftani@childrensplace.com
Sent: Wednesday, November 07, 2007 4:43 PM
To: Randall Weis
Subject: Disney Stores - Request For Information
Importance: High
Attachments: Supplier Qualification RFI.xls; Financial Survey.xls; Mutual NDA.doc; No Relationship Letter.doc

Dear Supplier:

The Children's Place values are reflected in our passion for the four P's: People, Product, Presentation, and Profitability. These are the values which drive everything we do. We cannot achieve these high goals without our suppliers. Regardless of whether your company is small or large, local or global, provides products or services, we need your cooperation and commitment to these same goals.

We prefer to establish long-term relationships with our suppliers. To this end, we must forge an open, fair and honest business association based on a mutual pledge to provide quality services and products.

What We Look for in Suppliers

- o Quality - The Children's Place sets high standards of performance for itself and the products we sell in our stores. We expect the same from our suppliers, in the areas of quality, responsiveness and service commitments. We appreciate you informing us of any examples of excellence in your business, such as awards, certifications, and so on.
- o Customer Focus - We want companies who will extend the same or better customer service goals and objectives that we extend to our own customers.
- o Cost Savings - We appreciate suppliers who continually look for ways to help us lower costs in all areas of our business.
- o Innovative Business Solutions - We want companies who are willing to work toward continuous improvement and more efficient products and services.
- o Technology - We look favorably on companies who take advantage of the use of technology to maintain a competitive edge and can add to their responsiveness.

What You Can Expect from Us

- o Information - We will provide you with as much information as possible on how our strategic sourcing process works, as well as the specific requirements of a project.
- o Fair treatment - Our processes are set up to ensure equal and fair treatment to you and your company so that you fully participate in the purchasing and contracting process.
- o Feedback - We will provide feedback regarding performance and all other business issues.

Welcome to doing business with The Children's Place. Together we can meet the challenges of a very competitive world.

The following documents are for internal analysis and evaluation purposes only. Your company must address and answer each section of the request for information as concisely and completely as possible (incl. Income Statements, Balance

Sheet etc.). All responses will become property of The Children's Place and will be kept strictly confidential.

Thank you for your participation in this process. We would like to receive your response to this RFI no later than November 13, 2007. Should you have any questions or concerns, please feel free to contact me.

Attachment:

These documents contain information protected by the attorney client privilege and attorney work product doctrine. Please treat as confidential.

Mr. Andi Priftani
The Children's Place
Manager, Strategic Sourcing
915 Secaucus Road
Secaucus, NJ 07094
P: 201.453.7532
F: 201.558.2847
Email: apriftani@childrensplace.com

[Company Name]
[Mr., Ms., - Contact Name]
[Title]
[Address -----]
[-----]
[- - - - -]

Re: Acknowledgement of No Relationship with The Children's Place, Inc.

Dear {Mr., Ms., [Contact Last Name] :}

The Board of Directors of The Children's Place Retail Store, Inc. ("TCP") is responsible for ensuring that TCP has clear policies and procedures for Board review and approval of related party transactions. Accordingly, in order to ensure that we have received all the proper approvals from our Board of Directors to enter into an agreement with you, we need to determine that [Company Name] is not a related party.

For purposes of this letter and our procedures for approving related party transactions, a related party shall be any of the following persons:

1. Any director or executive officer of TCP; or
2. Any Stockholder that owns more than 5% of TCP's outstanding shares;
3. Any immediate family member of any above; or
4. Any entity associated with any of the above

After proper inquiry, it is my understanding that [Company Name] is not a related party to TCP. If you agree with my understanding, please knowledge that to your knowledge [Company Name] is not a related party of TCP, by signing this letter and returning it to me.

We appreciate your assistance in helping us comply with our internal approval procedures and look forward to working with you in our new relationship. If you have any questions regarding any of the above please contact Andi Priftani at 201-453-7532.

Sincerely,

Andi Priftani
Manager, Strategic Sourcing
T: 201.453.7532 - F: 201.558.2847
apriftani@childrensplace.com

Name: -----
Signature: -----
Comments: -----

SUPPLIER QUALIFICATION

(Please fill out each section completely)



Section A

- A1. Indicate type of business: ☐ Importer ☐ Agent ☐ Manufacturing ☐ Trading/Corporation
- A2. Supplier Name and Address

- A3. Supplier's USA Address
(if applicable)

Supplier's primary contact for The Children's Place:

- A4. Name _____
- A5. Position/Title _____
- A6. Telephone: _____
- A7. E-mail address: _____

A8. Supplier Home-Page / Web Address: _____

- A9. If you have received a credit rating by a recognized firm (e.g.: Dunn and Bradstreet) indicate firm and Firm: _____

Credit Rating: _____ D&B#: _____

- A10. Do you have reliable internet access to communicate with The Children's Place and the Strategic Sourcing Team? ☐ Yes ☐ No

A10. Key Personnel

Chairman / CEO

CFO

President

Vice President

General Manager

Operations Manager

Export Manager

Other (name, title)

Other (name, title)

Other (name, title)

- A11. How long has the company been in business? _____

- A12. What TCP divisions, if any, have you supplied in the last 12 months? _____

☐ None ☐ The Children's Place ☐ Disney Stores ☐ Other (Specify) _____

- A13. Indicate your supplier relationship with The Children's Place, Inc. in the last 12 months:

☐ Direct ☐ Thru 3rd Party ☐ None

A21. References

<u>Name of Company</u>	<u>Contact Name</u>	<u>Contact Number</u>

A22. List top competitors:

<u>Name of Company</u>	<u>Product Categories</u>	<u>Retail Market (Country)</u>

A23. Association memberships or affiliations (if any)

1	
2	
3	
4	
5	

MUTUAL CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This Agreement dated _____, is made by and between The Children's Place Services Company, LLC ("Children's Place") located at 915 Secaucus Road, Secaucus, New Jersey 07094 and _____ located at _____

WHEREAS, the Children's Place seeks a proposal from _____ in connection with certain products and/or services ("Authorized Purpose"); and the parties expect to disclose to one another certain information considered proprietary or confidential; and WHEREAS, the parties wish to ensure that such information is protected from unauthorized use or disclosure; NOW THEREFORE, the parties agree as follows:

1. **Confidential Information.** The parties intend to disclose to one another certain information which is not in the public domain and may be confidential and proprietary to the disclosing party ("Confidential Information"). Confidential Information may include, but not be limited to, information which relates to financial and business operations and proposals, manufacturing and marketing data and plans, employees, product plans, organization, designs, samples, drawings, graphics, know-how, customer lists, suppliers, distribution arrangements, trade secrets and ideas. The parties further intend to restrict and control the use and disclosure of such information pursuant to this Agreement.
2. **Nondisclosure.** Each party agrees (i) to hold the Confidential Information in confidence and to take all commercially reasonable precautions to protect such Confidential Information as employed by such party with respect to its most confidential materials, including, but not limited to, limiting disclosure of such Confidential Information to only those employees who have a need to know such Confidential Information in connection with the Authorized Purpose; (ii) not to use or allow use of any Confidential information or notes, summaries or other material prepared by the receiving party derived from its inspection or evaluation of Confidential Information ("Notes") other than for the Authorized Purpose; (iii) not to disclose, or allow disclosure, to third parties of any portion of the Confidential Information or Notes, including, but not limited to, agents, advisors, consultants and other representatives of the receiving party, without the prior written consent of an authorized representative of the disclosing party; and (iv) to prevent the unauthorized use, disclosure or publication of the Confidential Information and Notes.
3. **Information Not Covered.** A receiving party has no obligation with respect to any information which: (i) was already known by the receiving party prior to receipt of same from the disclosing party; or (ii) is or becomes generally known to the public through no wrongful act of the receiving party; or (iii) is rightfully provided to the receiving party by a third party without restriction on disclosure or use; or (iv) is independently developed by personnel of the receiving party, who have not had access to the other party's Confidential Information; or (v) is made available by the disclosing party to a third party, without restriction concerning use or disclosure.
4. **Return of Confidential Information.** As promptly as practicable following any request by a disclosing party to return Confidential Information, the receiving party will destroy or render unusable such Confidential Information and any copies thereof in the receiving party's possession; provided, however, the receiving party may retain any Notes (such Notes to be held in strict confidence, subject to the terms of this Agreement), (ii) one (1) copy of all Confidential Information furnished by the disclosing party to the receiving party; provided such Confidential Information is retained by the receiving party's legal department for record or archive purposes only in connection with the Authorized Purpose (to which all of such receiving party's obligations contained herein shall continue to apply), and (iii) copies of Confidential Information only to the extent necessary for you to satisfy any requirements of any law, regulation or securities exchange rule governing such receiving party's conduct (such materials, information and other documents described in the foregoing subparagraphs (i) through (iii), collectively, the "Retention Documents").

5. **Ownership.** All Confidential Information supplied by either party shall remain the property of, and shall be returned to, the disclosing party or destroyed upon request. No copies of any Confidential Information may be made without the prior written consent of an authorized representative of the disclosing party.
6. **Permitted Use.** Each party agrees not to use the other's Confidential Information for any purpose other than the Authorized Purpose. Any other use of such Confidential Information shall be made only upon the prior written consent of an authorized representative of the party which disclosed such information or pursuant to subsequent agreement between the parties.
7. **Permitted Disclosure.** Neither party shall be liable for disclosure of Confidential Information if made in response to a valid order of court or authorized agency of government; provided, such disclosure is made only to the extent so ordered; provided further, that notice first be given to the party owning the Confidential Information, so a protective order if appropriate, may be sought by such owner.
8. **No Other Rights.** A party shall receive no license under this agreement for any patent, copyright or intellectual property of the other party.
9. **Term.** Each party's respective obligations of nondisclosure and restricted use, as a recipient of Confidential Information under this Agreement, shall expire two (2) years after the date of this Agreement. The receiving party's obligations to maintain the confidentiality of the Retention Documents in accordance with the terms of this Agreement shall survive the date of termination of this Agreement indefinitely.
10. **Equitable Remedies.** The parties agree that it would be impossible or inadequate to measure and calculate damages from any breach of the covenants set forth herein. Accordingly, the parties agree that in the event of a breach of any of the covenants contained in this Agreement, the affected party will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. The parties further agree that no bond or other security shall be required in obtaining such equitable relief and the parties hereby consent to the issuance of such injunction and to the ordering of specific performance.
11. **No Formal Business Obligations.** This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal business organization of any kind, nor shall it constitute, create, give effect to, or otherwise imply an obligation or commitment on the part of either party to submit to a proposal to or perform a contract with the other party. Nothing herein shall be construed as providing for the sharing of profits or loss arising out of the efforts of either or both parties.
12. **Termination of Discussions.** Either party may terminate discussions at any time and for any reason without any liability to the other party, other than with respect to the obligations hereunder. Further, neither party is under any obligation to disclose Confidential Information of any kind to you merely by executing this Agreement or by way of our discussion with you with respect to the Authorized Purpose.
13. **Governing Law; Jurisdiction.** This Agreement shall be governed by the law of the State of New Jersey, United States of America, without regard to conflict of laws principles. Any legal proceeding arising in connection with this Agreement shall be submitted for trial before the United States District Court for the District of New Jersey, or if and only if the United States District Court does not have jurisdiction, then before the Superior Court in and for the County of Hudson, State of New Jersey, or if and only if neither such courts shall have jurisdiction, then before any other court sitting in Hudson County, New Jersey, having subject matter jurisdiction. The parties hereto consent to the exclusive jurisdiction of said courts in connection with any legal proceeding arising in connection with this Agreement and to service of process outside of the State of New Jersey pursuant to the requirement of such court in any matter subject to it.

14. **Assignment; Final Agreement.** This Agreement will be binding upon the successors and assigns of the parties. This Agreement states the entire agreement between the parties relating to the subject matter hereof and supersedes all prior written or verbal agreements. This Agreement may only be modified in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be executed on the year and date written above.

<p>The Children's Place Services Company, LLC</p> <p>_____ Name: Title:</p>	<p>_____ Name: Title:</p>
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